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Doc#: 1129742067 Fee: \$88.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/24/2011 11:06 AM Pg: 1 of 17

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**DOCUMENT COVER SHEET**

**SUBORDINATION AGREEMENT**

Prepared By and Mail To:

Edward F. Dobbins  
Fischel & Kahn, LTd.  
190 S. LaSalle Street  
Suite 2850  
Chicago, Illinois 60603

**Box 400-CTCC**

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## SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT is entered into as of October 5, 2011 (the "Subordination Agreement"), by and among US Bank N.A. (the "Junior Lender"), whose address is 136 S. Washington Street, Naperville, Illinois 60540, THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking association (the "Senior Lender"), whose address is 120 South LaSalle Street, Chicago, Illinois 60603, and PRAIRIE MEDICAL CENTER, LLC ("PMC") and 2450 S. WOLF ROAD, LLC ("Wolf Road LLC"), each an Illinois limited liability company (collectively the "Senior Creditor Borrowers"), whose address is 2434 So. Wolf Road, Westchester, Illinois 60154 and Kenneth S. Nelson, Thomas M. Nelson, and Donald D. Higgins Jr. (the "Doctors" and, together with the Senior Creditor Borrowers (in their capacity as guarantors of the Junior Debt) herein referred to collectively as the "Junior Creditor Borrowers").

### RECITALS:

A. The Doctors are indebted to the Junior Lender in the principal amount of Four Hundred Forty Eight Thousand and 00/100 Dollars (\$448,000.00)], as evidenced by that certain Promissory Note, dated April 30, 2009, as amended by that certain Loan Extension Agreement of even date herewith, in the principal amount of Four Hundred Forty Eight Thousand and 00/100 Dollars (\$448,000.00) (the "Junior Note") which loan is secured by (i) that Junior Leasehold Mortgage, Assignment of Rents, and Security Agreement, dated April 30, 2009 wherein TDK Real Estate Venture Land, LLC has granted a leasehold mortgage lien on the property located 2450 S. Wolf Road, Westchester, Illinois (the "Mortgaged Property") and (ii) that Junior Leasehold Mortgage, Assignment of Rents, and Security Agreement, dated May 13, 2009 wherein PMC has granted a sub-leasehold mortgage lien on the Mortgaged Property (together the "Junior Mortgages").

B. The Senior Lender, pursuant to the terms of the Loan Agreement, as defined in Section 1.1 hereof, has agreed to extend a term loan in the amount of \$3,600,000 to the Borrower which loan is guaranteed by the Doctors and secured by a leasehold mortgage lien and mortgage lien respectively under (i) a Leasehold Mortgage and (ii) Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, each dated as of the date hereof, granted to the Senior Lender by each of Senior Creditor Borrowers on the Mortgaged Property (together the "Senior Mortgages").

C. The Junior Lender desires that the Senior Lender extend and/or continue the extension of credit to the Borrower from time to time as the Senior Lender in its sole discretion may determine, and the Senior Lender has refused to consider the extension and/or continued extension of such credit until the "Junior Debt" (as defined below) is subordinated to the "Senior Debt" (as defined below) in the manner hereinafter set forth; and

D. The extension and/or continued extension of credit, as aforesaid, by the Senior Lender is necessary or desirable to the conduct and operation of the business of the Borrower, and will inure to the benefit of the Junior Lender.

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NOW, THEREFORE, in consideration of the extension and/or continued extension of credit by the Senior Lender to the Borrower, as the Senior Lender may, in its sole discretion, determine, the principal payment to Junior Lender by Senior Lender of \$150,000 on account of the Junior Debt, and for other good and valuable consideration to the Junior Lender, the receipt and sufficiency of which are hereby acknowledged, the Junior Lender and the Borrower hereby agree with the Senior Lender as follows:

## AGREEMENTS:

### 1. Subordination.

1.1 The Junior Lender hereby subordinates the indebtedness evidenced by the Junior Note, and any and all other indebtedness now or at any time or times hereafter owing by the Junior Creditor Borrowers, or any successor or assign of such Borrowers, including without limitation, a receiver, trustee or debtor-in-possession (the term "Junior Creditor Borrowers" as used hereinafter shall include any such successor or assign) to the Junior Lender, whether such indebtedness is absolute or contingent, direct or indirect and howsoever evidenced, including without limitation, all interest thereon, including pre-petition and post-petition interest, fees and expenses and any other charges, and any refinancings thereof (collectively, the "Junior Debt") to any and all indebtedness now or at any time hereafter owing by the Senior Creditor Borrowers to the Senior Lender, whether absolute or contingent, direct or indirect and howsoever evidenced, including, all pre-petition and post-petition interest thereon, fees, expenses and all other demands, claims, liabilities or causes of action for which the Senior Creditor Borrowers may now or at any time or times hereafter in any way be liable to the Senior Lender, whether under any agreement, instrument or document executed and delivered or made by the Senior Creditor Borrowers to the Senior Lender or otherwise, including any refinancings thereof, including, without limitation, indebtedness pursuant to the terms of the Loan and Security Agreement and that Term Note, each dated September 28, 2011, between the Senior Lender and Borrower (the "Loan Agreement") and the Guaranty, dated as of September 28, 2011, given by the Doctors in favor of the Senior Creditor (collectively, the "Senior Debt").

1.2 The Junior Lender hereby subordinates all of its rights, title and interest under the Junior Note and Junior Debt and all security interests, liens, encumbrances mortgages, including without limitation, under the Junior Mortgages, and claims, whether now existing or hereafter arising, which in any way secure the payment of the Junior Debt (the "Junior Lender's Collateral") to the Senior Debt and all security interests, liens, encumbrances, mortgages, including without limitation, under the Senior Mortgages, and claims, whether now existing or hereafter arising, which in any way secure the payment of the Senior Debt (the "Senior Lender's Collateral"). Notwithstanding the foregoing, Senior Lender acknowledges and agrees that Junior Lender has a first priority lien on the leasehold estate of TDK Real Estate Venture, LLC, in and to property known as 2434 S. Wolf Road, Westchester, Illinois, pursuant to a Leasehold Mortgage dated April 30, 2009, and recorded in Cook County, Illinois, on May 13, 2009, as document 0913348007 (the "2434 Mortgage"), and Junior Lender may, at its option, after a default by the Doctors under the Junior Note, take any action to foreclose or realize upon or enforce any of its rights with respect to 2434 Mortgage without the prior written consent of Senior Lender, and to apply proceeds of any such remedies to the outstanding indebtedness of

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the Junior Note. For purposes of this Agreement, the 2434 Mortgage is excluded from "Junior Lender's Collateral."

1.3 The Junior Lender shall not take any action to enforce any of its liens on the Junior Lender's Collateral, and shall not ask for or receive from the Borrower or any other person or entity any security for the Junior Debt not specifically granted by the Junior Note.

1.4 The Junior Lender agrees that it shall have no right to possession of any assets included in the Junior Lender's Collateral or in the Senior Lender's Collateral, whether by judicial action or otherwise.

1.5 The Junior Lender agrees to instruct the Junior Lender Borrowers not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against the Junior Lender Borrowers or any other person or entity, by setoff or otherwise, all or any portion of the Junior Debt with the exception that the Doctors may pay accrued interest on the Junior Note at a per annum rate of interest not in excess of the rate in effect from time to time under the terms of the Junior Note (which rate may not be increased without the prior written consent of the Bank) together with principal payments at the times and in the amounts as currently required under the Junior Note; provided, however, that the Junior Lender Borrowers shall not pay, and the Junior Lender shall not accept, any payments of the Junior Debt following receipt of written notice given by Senior Lender to Junior Lender of the occurrence of an Event of Default under the Loan Agreement and related loan documents evidencing the Senior Debt. For purposes hereof, Senior Lender approves the fluctuating interest rate on the Junior Note to be the "Prime Rate" that Junior Lender from time to time announces as its prime rate.

1.6 The Junior Lender hereby assigns to the Senior Lender and subrogates to the Senior Lender all of the Junior Lender's right, title and interest in and to the Junior Debt and the Junior Lender's Collateral, and hereby irrevocably authorizes the Senior Lender (i) to collect, receive, enforce and accept any and all sums or distributions of any kind, whether cash, securities or other property, that may become due, payable or distributable on or in respect of the Junior Debt or the Junior Lender's Collateral, whether paid directly by the Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (ii) in the Senior Lender's sole discretion, to make, present and vote claims therefor in, and take such other actions as the Senior Lender deems necessary or advisable in connection with, any such proceedings, either in the Senior Lender's name or in the name of the Junior Lender, including, but not limited to, any election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. § 101 et. seq.) (the "Bankruptcy Code"); and agrees that upon the written request of the Senior Lender it will promptly assign, endorse and deliver to and deposit with the Senior Lender all agreements, instruments and documents evidencing the Junior Debt, including without limitation the Junior Note. The assignment granted in this provision shall be effective so long as Senior Lender does not negatively impair the subordinate rights of Junior Lender.

1.7 The Junior Lender hereby agrees that all agreements, instruments and documents evidencing the Junior Debt and the Junior Lender's Collateral will be endorsed with proper notice of this Subordination Agreement as follows:

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"This Promissory Note and the rights and obligations evidenced hereby are subordinated to all indebtedness now or hereafter owing by the Prairie Medical Center, LLC and 2450 S. Wolf Road, LLC (collectively the "Borrower") to The PrivateBank and Trust Company, Chicago, Illinois, in the manner and to the extent set forth in that certain Subordination Agreement dated as of September 28, 2011 among Borrower, the Senior Lender, and US Bank N.A., as "Junior Lender", as amended, restated supplement or otherwise modified from time to time (the "Subordination Agreement")."

The Junior Lender will promptly deliver to the Senior Lender a certified copy of the Junior Note, and from time to time any note or any amendment thereto, as well as certified copies of all other agreements, instruments and documents hereafter evidencing any Junior Debt, in each case showing such endorsement.

1.8 The Junior Lender agrees to receive and hold in trust for and promptly turn over to the Senior Lender, in the form received (except for the endorsement or assignment by the Junior Lender where necessary), any sums at any time paid to, or received by, the Junior Lender in violation of the terms of this Subordination Agreement and to reimburse the Senior Lender for all costs, including reasonable attorney's fees, incurred by the Senior Lender in the course of collecting said sums should the Junior Lender fail to voluntarily turn the same over to the Senior Lender as herein required.

1.9 The Junior Lender hereby irrevocably makes, constitutes and appoints the Senior Lender (and any officer of the Senior Lender or any person designated by the Senior Lender for that purpose) as the Junior Lender's true and lawful proxy and attorney-in-fact (and agent-in-fact) in the Junior Lender's name, place and stead, with full power of substitution, to (i) take any and all actions as are permitted in this Subordination Agreement, (ii) execute such financing statements and other documents and to do such other acts as the Senior Lender may require to perfect and preserve the Junior Debt and the Junior Lender's Collateral, and (iii) carry out any remedy provided for in this Subordination Agreement. The Junior Lender hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. The Junior Lender hereby ratifies and confirms all that said attorney-in-fact may do or cause to be done by virtue of any provision of this Subordination Agreement.

1.10 The Junior Lender agrees that it shall not modify or amend any agreement, instrument or document evidencing or securing the Junior Debt, including without limitation the Junior Note, without the prior written consent of the Senior Lender. The Senior Lender agrees to give Junior Lender written notice of any increase in the principal amount of the Senior Debt, or the interest rate charged thereon or any renewal thereof.

## 2. Representations.

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2.1 The Junior Lender represents and warrants to the Senior Lender that the Junior Lender has not assigned or otherwise transferred the Junior Debt or the Junior Lender's Collateral, or any interest therein to any person or entity, that the Junior Lender will make no such assignment or other transfer thereof.

2.2 The Junior Lender represents and warrants to the Senior Lender that no default or of any event which, with the lapse of time, the giving of notice or both, would constitute a default under the Junior Debt or any instrument evidencing or securing the Junior Debt, has occurred and is continuing (a "Junior Debt Default"), and the Junior Lender further agrees to promptly provide the Senior Lender with written notice of any Junior Debt Default.

2.3 The Junior Lender represents and warrants to the Senior Lender that the outstanding amount of Junior Debt evidenced by the Junior Note, as of the date of this Subordination Agreement, is Four Hundred and Forty Eight Thousand and 00/100 Dollars (\$448,000.00).

### 3. Further Agreements.

3.1 The Junior Lender expressly waives all notice of the acceptance by the Senior Lender of the subordination and other provisions of this Subordination Agreement and all notices not specifically required pursuant to the terms of this Subordination Agreement, and the Junior Lender expressly waives reliance by the Senior Lender upon the subordination and other provisions of this Subordination Agreement as herein provided.

3.2 The Junior Lender consents and agrees that all Senior Debt shall be deemed to have been made, incurred and/or continued at the request of the Junior Lender and in reliance upon this Subordination Agreement.

3.3 The Junior Lender agrees that the Senior Lender has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the documents, instruments and agreements evidencing the Senior Debt, that the Senior Lender shall be entitled to manage and supervise its financial arrangements with the Junior Lender in accordance with its usual practices, without impairing or affecting this Subordination Agreement.

3.4 The Junior Lender agrees that the Senior Lender shall have no liability to the Junior Lender, and in particular, the Junior Lender hereby waives any claim which it may now or hereafter have against the Senior Lender arising out of (i) any and all actions which the Senior Lender takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future the Senior Lender's Collateral, actions with respect to the occurrence of an event of default under any documents, instruments or agreements evidencing the Senior Debt, actions with respect to the foreclosure upon, sale, release, or depreciation of, or failure to realize upon, any of the Senior Lender's Collateral and actions with respect to the collection of any claim for all or any part of the Senior Debt from any account debtor, guarantor or other person or entity) with respect to the documents, instruments and agreements evidencing the Senior Debt or to the collection of the



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Senior Debt or the valuation, use, protection or release of the Senior Lender's Collateral, (ii) the Senior Lender's election (whether on behalf of the Senior Lender or the Junior Lender) in any proceeding instituted under the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by the Borrower, as debtor-in-possession.

3.5 Notices of Default. Senior Lender agrees to give to Junior Lender copies of any notice of the occurrence of an event of default under the Senior Debt simultaneously with the sending of such notice to an obligor on the Senior Debt, provided that failure to do so shall not affect the validity of such notice or create a cause of action against the Senior Lender for failing to give such notice or create any claim or right on behalf of Junior Lender or any third party. The sending or receipt of such notice shall not obligate the recipient to cure such event of default.

4. Further Assurances. The Junior Lender agrees that the Senior Lender, at any time and from time to time hereafter, may enter into such agreements with the Borrower as the Senior Lender may deem proper extending the time of payment of or renewing or otherwise altering the terms of all or any of the Senior Debt or affecting any of the Senior Lender's Collateral, and may sell or surrender or otherwise deal with any of the Senior Lender's Collateral, and may release any balance of funds of the Borrower with the Senior Lender, without notice to the Junior Lender and without in any way impairing or affecting this Subordination Agreement.

5. Continuing Agreement. This Subordination Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on the Junior Lender and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Senior Lender, its successors and assigns until the Senior Lender has, in writing, notified the Junior Lender that all of the Senior Debt has been paid in full and all obligations arising in connection therewith have been discharged. The Senior Lender may continue, without notice to the Junior Lender, to lend monies, extend credit and make other accommodations to or for the account of the Borrower on the faith hereof. The Junior Lender hereby agrees that all payments received by the Senior Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt, without impairing or affecting this Subordination Agreement.

6. No Reliance. The Junior Lender hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower, any and all endorser and any and all guarantors of the Senior Debt and the Junior Debt, and of all other circumstances bearing upon the risk of nonpayment of the Senior Debt and the Junior Debt that diligent inquiry would reveal, and the Junior Lender hereby agrees that the Senior Lender shall have no duty to advise the Junior Lender of information known to the Senior Lender regarding such condition or any such circumstances or to undertake any investigation. If the Senior Lender, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to the Junior Lender, the Senior Lender shall be under no obligation to subsequently update any such information or to provide any such information to the Junior Lender on any subsequent occasion.

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7. Senior Lender's Duty Limited. The rights granted to the Senior Lender in this Subordination Agreement are solely for its protection and nothing herein contained imposes on the Senior Lender any duties with respect to any property of either the Borrower or of the Junior Lender received by the Senior Lender beyond the duty to exercise reasonable care in the custody and preservation of such property while in the Senior Lender's possession. The Senior Lender shall have no duty to preserve rights against prior parties on any instrument or chattel paper received from the Borrower or the Junior Lender as collateral security for the Senior Debt or any portion thereof.

8. No Marshalling. The Junior Lender, on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights, if any, to require a marshalling of the Borrower's assets by the Senior Lender or to require that the Senior Lender first resort to some or any portion of any collateral for the Senior Debt before foreclosing upon, selling or otherwise realizing on any other portion thereof.

9. Reinstatement. To the extent that the Borrower makes a payment to the Senior Lender or the Senior Lender receives any payment or proceeds of the collateral securing the Senior Debt for the Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by the Senior Lender, the Junior Lender's obligations intended to be satisfied thereby and this Subordination Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to the Senior Lender. The Junior Lender agrees to hold in trust for the Senior Lender and promptly remit to the Senior Lender any payments received by the Junior Lender after such invalidated, rescinded or returned payment was originally made.

10. Waiver In Writing. No waiver shall be deemed to be made by the Senior Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of the Senior Lender and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of the Senior Lender or the obligations of the Junior Lender to the Senior Lender in any other respect at any other time.

11. Choice Of Law. This Subordination Agreement shall be governed and controlled by the internal laws of the State of Illinois.

12. FORUM. TO INDUCE THE SENIOR LENDER TO ACCEPT THIS SUBORDINATION AGREEMENT, THE JUNIOR LENDER IRREVOCABLY AGREES THAT, SUBJECT TO THE SENIOR LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS SUBORDINATION AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE JUNIOR LENDER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN



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SAID CITY AND STATE. THE JUNIOR LENDER HEREBY IRREVOCABLY APPOINTS AND DESIGNATES THE SECRETARY OF STATE OF ILLINOIS, WHOSE ADDRESS IS SPRINGFIELD, ILLINOIS (OR ANY OTHER PERSON HAVING AND MAINTAINING A PLACE OF BUSINESS IN SUCH STATE WHOM THE JUNIOR LENDER MAY FROM TIME TO TIME HEREAFTER DESIGNATE UPON TEN (10) DAYS WRITTEN NOTICE TO THE SENIOR LENDER AND WHO THE SENIOR LENDER HAS AGREED IN ITS SOLE DISCRETION IN WRITING IS SATISFACTORY AND WHO HAS EXECUTED AN AGREEMENT IN FORM AND SUBSTANCE SATISFACTORY TO THE SENIOR LENDER AGREEING TO ACT AS SUCH ATTORNEY AND AGENT), AS THE JUNIOR LENDER'S TRUE AND LAWFUL ATTORNEY AND DULY AUTHORIZED AGENT FOR ACCEPTANCE OF SERVICE OF LEGAL PROCESS. THE JUNIOR LENDER AGREES THAT SERVICE OF SUCH PROCESS UPON SUCH PERSON SHALL CONSTITUTE PERSONAL SERVICE OF SUCH PROCESS UPON THE JUNIOR LENDER. THE JUNIOR LENDER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE JUNIOR LENDER BY THE SENIOR LENDER IN ACCORDANCE WITH THIS PARAGRAPH.

13. WAIVER OF JURY TRIAL. THE JUNIOR LENDER AND THE SENIOR LENDER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS SUBORDINATION AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER AND ENTERING INTO THIS SUBORDINATION AGREEMENT.

14. Additional Borrower Agreements.

14.1 The Borrower hereby agrees that until all Senior Debt is paid in full and all obligations arising in connection therewith have been satisfied, the Borrower will make no payments or distributions contrary to the provisions hereof and will do every other thing necessary to carry out such provisions. The Borrower will give the Senior Lender notice of any suit or action brought in violation of said agreement.

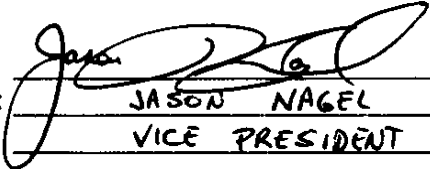
14.2 The Borrower represents and warrants to the Senior Lender that no Junior Debt Default exists and agrees to promptly provide the Senior Lender with written notice of any Junior Debt Default.

14.3 In the event of any violation of any of the provisions of this Subordination Agreement, then, at the election of the Senior Lender, any and all obligations of the Borrower to the Senior Lender shall immediately become due and payable and any and all agreements of the Senior Lender to make loans, advances or other financial accommodations to the Borrower shall immediately terminate, notwithstanding any provision hereof to the contrary.

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IN WITNESS WHEREOF, the Junior Lender, the Senior Lender, the Senior Creditor, Borrower and the Doctors have executed this Subordination Agreement as of the date set forth above.


JUNIOR LENDER:  
US BANK, N.A., a national banking association

By:   
Name: JASON NAGEL  
Title: VICE PRESIDENT

SENIOR LENDER:  
THE PRIVATEBANK AND TRUST COMPANY,  
an Illinois banking association

By:   
Name: David Rooney  
Title: Managing Director

  
Kenneth S. Nelson

  
Thomas M. Nelson

  
Donald D. Higgins Jr.

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## BORROWER'S CONSENT

The Borrower hereby consents to the foregoing Subordination Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe and perform the several obligations and duties therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the intention and terms of the Subordination Agreement.

A breach or violation of any of the terms or conditions contained in the Subordination Agreement shall constitute a default under the Senior Debt.

Signed and delivered by the Borrower as of October 5, 2011.

**BORROWER:**  
PRAIRIE MEDICAL CENTER, LLC,  
an Illinois limited liability company

By: [Signature]  
Name: [Signature]  
Title: [Signature]

2450 S. WOLF ROAD, LLC, an Illinois limited liability company

By: [Signature]  
Name: [Signature]  
Title: [Signature]

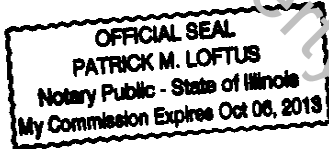
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STATE OF )  
 ) SS.  
COUNTY OF )

I, He under signs, a Notary Public in and for said County in the State  
aforesaid, do hereby certify that THOMAS M. NELSON, and W. W. W. W. W.  
INDIVIDUAL, who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument as such INDIVIDUAL, appeared before me this  
day in person and acknowledged that he/she signed and delivered such instrument as his/her own  
free and voluntary act and as the free and voluntary act of said partnership/corporation, for the  
uses and purposes set forth therein.

Given under my hand and notarial seal on September 26, 2011.



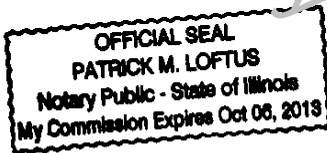
  
Notary Public

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STATE OF )  
 ) SS.  
 COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State  
 aforesaid, do hereby certify that KENNETH S. NELSON, individually is  
 \_\_\_\_\_, who is personally known to me to be the same person whose  
 name is subscribed to the foregoing instrument as such individual, appeared before me this  
 day in person and acknowledged that he/she signed and delivered such instrument as his/her own  
 free and voluntary act and as the free and voluntary act of said partnership/corporation, for the  
 uses and purposes set forth therein.

Given under my hand and notarial seal on September 28, 2011.



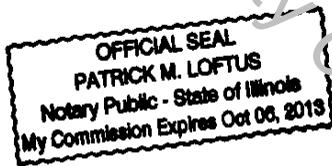
Patrick M. Loftus  
 Notary Public

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STATE OF )  
 ) SS.  
 COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid,  
 do hereby certify that Donald D. Higgins, individually  
 \_\_\_\_\_, who is personally known to me to be the same person whose  
 name is subscribed to the foregoing instrument as such individual, appeared before me this day  
 in person and acknowledged that he/she signed and delivered such instrument as his/her own free  
 and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses  
 and purposes set forth therein.

Given under my hand and notarial seal on September 28, 2011.



Patrick M. Loftus  
 Notary Public

Property of Cook County Clerk's Office



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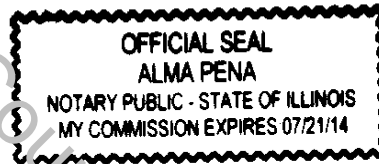
STATE OF ILLINOIS       )  
                                       )  
 COUNTY OF COOK        )

SS.

I, ALMA PENA, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Rooney, a Managing Director of The PrivateBank and Trust Company, an Illinois banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on September 28, 2011.

Alma Pena  
 Notary Public



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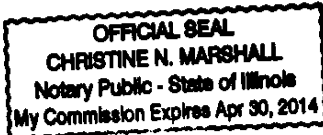
10/04/2011 14:30 FAX

002/002

STATE OF Illinois )  
COUNTY OF Dupage ) SS.

I, Christine Marshall, a Notary Public in and for said County in the State  
aforesaid, do hereby certify that JASON NAGEL, a VICE PRESIDENT of  
US BANK N.A., who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this  
day in person and acknowledged that he/she signed and delivered such instrument as his/her own  
free and voluntary act and as the free and voluntary act of said partnership/corporation, for the  
uses and purposes set forth therein.

Given under my hand and notarial seal on October 4, 2011.



Christine N. Marshall  
Notary Public

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008866210 D2

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 150 FEET OF THE NORTH 528 FEET OF THE EAST 495 FEET, EXCEPT THE EAST 50 FEET THEREOF, OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED THEREON

PARCEL 2:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE SUB-LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: TDK REAL ESTATE VENTURE LAND, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSOR, AND PRAIRIE MEDICAL CENTER, LLC AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED JANUARY 1, 2005, WHICH MEMORANDUM OF LEASE WAS RECORDED SEPTEMBER 8, 2006 AS DOCUMENT 0625122107 AND AS AMENDED BY THE MEMORANDUM OF LEASE DATED SEPTEMBER 28, 2011 AND RECORDED AS DOCUMENT NUMBER WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 30 YEARS FROM COMMENCEMENT DATE, COMMENCEMENT DATE AS DEFINED IN THE LEASE ~.

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THE SOUTH 150 FEET OF THE NORTH 528 FEET OF THE EAST 495 FEET, EXCEPT THE EAST 50 FEET THEREOF, OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2450 S. Wolf Rd, Westchester, IL

Pin: 15-30-201-014