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Loan No. 526773:11

1. Title of Document: Ground Lease Estoppel Certificate and Agreement
2. Date of Document: February 7, 2012
3. Ground Lessor: Alexian Brothers Medical Center, Inc.
4. Ground Lessee: Elk Grove M.O.B. Limited Partnership
5. Lender: John Hancock Life Insurance Company (U.S.A.)
6. Mailing Addresses:
  - Ground Lessor: 800 Biesterfield Road  
Elk Grove Village, Illinois 60007
  - Ground Lessee: c/o Thelen Corporation  
3040 Salt Creek Lane  
Arlington Heights, IL 60005
  - Lender: 197 Clarendon Street, C-3  
Boston Massachusetts 02116
7. Legal Description: See Exhibit A attached to this document.

This Instrument Prepared by and  
Return After Recording To :  
Quarles & Brady LLP  
300 North LaSalle Street, Suite 4000  
Chicago, Illinois 60654  
Attention: Peter A. Sarasek, Esq.

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## GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

This GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT (the "Agreement") is made as of this 7th day of February, 2012, by and among **ALEXIAN BROTHERS MEDICAL CENTER, INC.**, a Texas non-profit corporation ("Ground Lessor"); **ELK GROVE M.O.B. LIMITED PARTNERSHIP**, an Illinois limited partnership ("Ground Lessee"); and **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation, its successors and assigns ("Lender").

### RECITALS:

- A. The Ground Lessor is the lessor and the Ground Lessee is the lessee under the Lease (as defined below).
- B. Lender has agreed to make the Leasehold Loan (as defined below) to the Ground Lessee secured, *inter alia*, by the Leasehold Estate (as defined below).
- C. As a condition precedent to making the Leasehold Loan, Lender has required that the Ground Lessor and the Ground Lessee execute this Agreement.

### AGREEMENT:

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by this reference with the same force and effect as if fully set forth herein.
2. **Definitions.** Unless defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them in the Lease. The following terms shall have the meanings indicated below:
  - a. *Demised Premises* shall mean those certain parcels of land located in Cook County, Illinois demised by and as more particularly described in the Lease.
  - b. *Land Records* shall mean the Recorder's Office of Cook County, Illinois.
  - c. *Lease* shall mean that certain Ground Lease dated December 30, 1992, as amended by instrument dated January 31, 2012, between Alexian Brothers Medical Center, Inc. as lessor and Elk Grove M.O.B. Limited Partnership, as lessee, an amended memorandum of which was or will be recorded in Cook County, Illinois immediately prior to the recording of the Leasehold Mortgage.

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d. *Lease Certificate* shall mean a certificate executed by Ground Lessor and Ground Lessee in form and substance satisfactory to Lender and delivered to Lender in connection with this Agreement, attaching a true, correct and complete copy of all of the documents comprising the Lease (and any notice or memorandum of the Lease) and certifying to Lender that each of such documents is a true, correct and complete copy of such document and together such documents represent a true, correct and complete copy of the entire Lease.

e. *Leasehold Estate* shall mean the estate owned by the Ground Lessee under the Lease.

f. *Leasehold Estate Sale* shall mean the (1) acquisition of possession or control of the Demised Premises under the Leasehold Loan Documents (as defined below), (2) sale of Ground Lessee's interest in the Lease by foreclosure of the Leasehold Mortgage (as defined below), (3) transfer of the Leasehold Estate by deed in lieu of foreclosure, or (4) sale, transfer or abandonment of the Leasehold Estate under the authority of the Bankruptcy Court or the Federal Bankruptcy Code or pursuant to an approved plan under the Federal Bankruptcy Code or other appropriate means.

g. *Leasehold Loan* shall mean that certain \$7,000,000.00 loan made by Lender to the Ground Lessee evidenced by *inter alia*, the Leasehold Note (as defined below) and secured by, *inter alia*, the Leasehold Mortgage.

h. *Leasehold Loan Documents* shall mean the Leasehold Note, Leasehold Mortgage and all other documents evidencing or securing the Leasehold Loan.

i. *Leasehold Mortgage* shall mean that certain Leasehold Mortgage, Assignment of Lease and Rents and Security Agreement, dated as of the date hereof, made by Ground Lessee to Lender, and recorded or to be recorded among the Land Records and encumbering the Leasehold Estate.

j. *Leasehold Note* shall mean that certain Leasehold Mortgage Note, dated as of the date hereof, from the Ground Lessee to the order of Lender in the amount of the Leasehold Loan.

k. *Transferee* shall mean Lender or any successor or assignee of Lender taking title to the Demised Premises in connection with a Leasehold Estate Sale.

3. **Representations and Warranties.** The Ground Lessor and the Ground Lessee each on behalf of itself individually (but not on behalf of the other) hereby represents and warrants to the Lender that the following statements are true and correct in all respects:

a. *The Lease is Complete; Recording.* The documents listed in the definition of the Lease above are all of the documents amending, modifying, affecting or assigning the Lease. There are no other oral or written agreements, understandings or the like between Ground Lessor and Ground Lessee relating to the Demised Premises, the Leasehold Estate or the Lease transactions. A true, correct and complete copy of the Lease or notice thereof (where permitted by

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applicable law) has been recorded among the Land Records and is attached to the Lease Certificate delivered in connection with this Agreement.

b. *Authority.* The execution of the Lease was duly authorized, the Lease was properly executed and is in full force and effect and is valid, binding and enforceable against each of Ground Lessor and Ground Lessee.

c. *Possession; Commencement.* Ground Lessee has accepted possession of the Demised Premises, is in occupancy thereof under the Lease, and the term of the Lease commenced on or about December 30, 1992.

d. *Expiration; Extension Options.* The current term of the Lease expires on December 30, 2017. The Lease contains two options to extend the term or renew the Lease for two (2) consecutive terms (the first term being a period of ten (10) years, and the second term being a period of fifteen (15) years), exercisable by written notice delivered to Ground Lessor no later than 270 days and no earlier than 360 days prior to expiration of the initial Term of the Lease, and prior to expiration of the first extended Term of the Lease (if so extended).

e. *Rent.* Under the Lease, Ground Lessee is currently obligated to pay the following amounts as *rent*:

i. Fixed Rent at the rate of \$26,004.00 per annum, in equal monthly installments of \$2,167.00 each ("Fixed Rent"). Fixed Rent has been paid through and including February 29, 2012.

ii. All taxes (as described in Article VII of the Lease) and all other costs and expenses incurred in connection with the ownership and operation of the Demised Premises ("Impositions and Operating Costs"). Any current and outstanding invoices or bills for Impositions and Operating Costs have been paid through and including February 29, 2012.

iii. Ground Lessee's Pro Rata Share (as defined on Exhibit C attached to the Lease) of certain costs incurred by Ground Lessor in maintaining the Common Areas (as defined in Section 12.04 of the Lease) ("Shared Common Area Costs"). Shared Common Area Costs have been paid through and including February 29, 2012.

iv. Fixed Rent and Impositions and Operating Costs and Shared Common Area Costs are referred to collectively as "Rent".

f. *Escrows and Deposits.* Ground Lessor holds no escrows or deposits of any kind under the Lease.

g. *Completion of Work and Approvals.* All of the site work, any working plans and drawings, and all improvements contemplated to be completed in the Lease, have been entirely completed as required thereby, and all permits, approvals and licenses contemplated in the Lease have been obtained. Ground Lessor does not own and makes no claim to any such site work, or working plans and drawings, or improvements, permits, approvals or licenses

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("Improvements and Approvals"), and, to the best of Ground Lessor's knowledge, Ground Lessee owns the Improvements and Approvals, subject to the terms of the Lease.

h. *Insurance.* Ground Lessee presently maintains insurance coverage which satisfies the requirements imposed upon the Ground Lessee for insurance coverage as set forth in the Lease.

i. *Default of Ground Lessee.* To the best of Ground Lessor's and Ground Lessee's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Lessee. Ground Lessor has not sent a notice of default under the Lease.

j. *Default of Ground Lessor.* To the best of Ground Lessor's and Ground Lessee's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Lessor. Ground Lessor has received no notice of default under the Lease.

k. *Defenses; Offsets.* To the best of Ground Lessor's and Ground Lessee's knowledge, the Ground Lessee has no defense, set off, basis for withholding of Rent, claims or counter claims against the Ground Lessor under the Lease. To the best of Ground Lessor's and Ground Lessee's knowledge, there are no claims against the Ground Lessee relating to the Demised Premises or its use.

l. *Assignments; Encumbrances by Ground Lessee.* To the best of Ground Lessor's knowledge, Ground Lessee has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Demised Premises and no mortgages, deeds of trust or other security interest encumber the Ground Lessee's Leasehold Estate in the Demised Premises.

m. *Assignments; Encumbrances by Ground Lessor.* The Ground Lessor has not assigned, sublet, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Demised Premises, and no mortgages, deeds of trust or other security interest encumber the Ground Lessor's fee interest in the Demised Premises.

n. *Assignment and Subletting by Ground Lessee.* To the best of Ground Lessor's knowledge, Ground Lessee has not assigned the Lease or sublet the entirety of the Demised Premises, except that Ground Lessee has sublet portions of the Demised Premises to various tenants set forth on that certain rent roll delivered to the Lender in connection with the closing of the Leasehold Loan.

o. *Rights to Purchase; Termination; Renewal; Extension.* The Lease contains no options, rights of first refusal or other preferential right to purchase or lease all or any portion of the Demised Premises and contains no additional rights to terminate, renew or extend the term of the Lease, except for the following:

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**Right to Extend Term:** By written notice no later than 270 days and no earlier than 360 days prior to expiration of the original Term, and prior to expiration of the first extended Term, Ground Lessee can extend the term of the Lease for two additional successive periods (the first period being ten (10) years, and the second period being fifteen (15) years).

p. **Rights to Purchase of Third Parties.** No third party has any option, right of first refusal or other preferential right to purchase all or any part of the Demised Premises.

q. **Exclusivity.** Other than the Lease, the Ground Lessor has not granted any right to a third party to conduct business or use any property for a particular use to the exclusion of any other party at the Demised Premises.

r. **Eminent Domain.** Ground Lessor has not received any written notice of any eminent domain proceeding or other governmental or judicial action against the Ground Lessor's interest in the Demised Premises.

s. **Violations.** Neither Ground Lessor nor Ground Lessee has received written notice that any portion of the Demised Premises violates any governmental law or regulation, including without limitation, any environmental laws or the Americans with Disabilities Act, and each respectively has no reason to believe that grounds exist for any such claim.

t. **Bankruptcy; Insolvency.** Neither Ground Lessor nor Ground Lessee has filed, nor, to the best of the knowledge and belief of each of Ground Lessor and Ground Lessee, is there threatened against or contemplated by Ground Lessor or Ground Lessee, respectively, a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or of any state thereof, or any other action brought under said bankruptcy laws.

4. **Consent to Ground Lessee.** The Ground Lessor hereby unconditionally and irrevocably recognizes that Ground Lessee is the lessee under the Lease with all of the rights and obligations of the lessee thereunder.

5. **Consent to Leasehold Loan Documents.** The Ground Lessor hereby unconditionally and irrevocably consents to (a) the Ground Lessee encumbering the Leasehold Estate by executing and recording the Leasehold Loan Documents, and (b) the right of Ground Lessee to assign the Lease to Lender. The Ground Lessor agrees that the Leasehold Loan Documents may be assigned, modified or amended without the prior written consent of the Ground Lessor.

6. **No Encumbrances.** The Ground Lessor agrees that it will not encumber, mortgage, grant a security interest or otherwise finance its interest in the Lease for the Demised Premises and its fee interest in the Demised Premises, and Ground Lessor and Ground Lessee expressly acknowledge and agree that Lender shall have the right in its sole and absolute

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discretion to approve any encumbrances or financing affecting all or any part of Ground Lessor's and Ground Lessee's interests in the Leasehold Estate, which consent may be arbitrarily and unreasonably withheld in the sole discretion of Lender.

7. **Subleases.** To the extent expressly provided for in the Lease and in the Leasehold Mortgage, but subject to the provisions of Section 28 below, the Ground Lessee may sublet all or portions of the Demised Premises with the prior consent of Ground Lessor and with the prior consent of Lender (to the extent such consent is required under each of the Lease and the Leasehold Mortgage).

8. **Direct Payments.** Upon written notice to Ground Lessor, and provided that the payee so permits, Ground Lessee or Lender may pay all expenses of the Demised Premises currently paid to Ground Lessor, if any (including without limitation real estate taxes, assessments and utilities) directly to the entities to which they are due and owing. Payment of the amounts due and owing to such entities directly shall satisfy Ground Lessee's obligations, if any, under the Lease to make payment of such amounts to Ground Lessor. Notwithstanding the foregoing, Ground Lessee shall continue to pay Fixed Rent directly to Ground Lessor.

9. **Lender's Rights in Default; Cure Periods.**

a. *Default Notice.* Upon the occurrence of a default under the Lease, Ground Lessor shall provide notice of such default to Ground Lessee ("Default Notice") and shall provide a copy of each Default Notice to the Lender at the same time. No Default Notice shall be deemed to have been duly given and Ground Lessor shall not exercise any rights or remedies with respect to such default, unless and until a copy of the Default Notice has been so provided to the Lender. If any default entitles Ground Lessor to terminate the Lease and Ground Lessor intends to terminate such Lease if such default is not cured, then the Default Notice shall so specify ("Termination Notice").

b. *Specified Defaults; Additional Cure Period.* From and after Lender receives the Default Notice, Lender shall have the same period to remedy or cause to be remedied the defaults which are the subject matter of the Default Notice ("Specified Defaults"), as is given to Ground Lessee under the Lease for the Specified Defaults, plus in each instance the Additional Cure Period (as defined below). If no further extended time period is specified in such Lease for curing a Specified Default, then Lender shall have the Additional Cure Period to remedy or cause to be remedied the Specified Defaults.

In addition to any periods to cure defaults specified in the Lease, Lender shall have the following additional periods to cure defaults under the Lease once it receives a Default Notice of such defaults ("Additional Cure Period"):

i. if such default is capable of being cured by the payment of money, thirty (30) days shall be added to any cure period specified in the Lease for the applicable default; and

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- ii. if such default is not capable of being cured by the payment of money, thirty (30) days shall be added to any cure period specified in the Lease for the applicable default, provided that such period may be further extended as provided in Section 9.07 of the Lease.
- c. The cure period specified in the Lease plus the Additional Cure Period for any default shall be referred to as the "Lender's Cure Period."
- d. *No Extension of Lease Term.* Nothing in this Section 9 shall be construed to extend the Lease beyond its original term, nor to require the Lender to continue with the exercise of remedies under the Leasehold Loan Documents after the Specified Defaults have been cured.
- e. *If Defaults Cured.* If the Specified Defaults shall be cured and the Lender shall discontinue its exercise of remedies under the Leasehold Loan Documents, the Lease shall continue in full force and effect as if Ground Lessee had not defaulted under the Lease.
- f. *Lease Remains in Full Force.* Upon the acquisition of the Leasehold Estate by a Transferee, the Lease shall continue in full force and effect as if Ground Lessee had not defaulted under the Lease, if the Lender has complied with the requirements of this Section, subject to the provisions of Section 28 below.
- g. *Effectiveness of Termination Notice.* No Termination Notice shall be effective and the Lease shall not terminate as a result, unless and until a Specified Default remains uncured after the expiration of the Lender's Cure Period.
- h. *Lender's Cure Effective.* Ground Lessor shall accept performance by or at the instigation of Lender to cure or remedy a default, as if Ground Lessee had accomplished such cure or remedy. Ground Lessee authorizes the Lender to take any such action at the Lender's option and does hereby authorize entry upon the Demised Premises by the Lender for such purpose.
- i. *Leasehold Mortgage Not Assignment or Transfer.* For the purposes of this Section, the granting of the Leasehold Mortgage by the Ground Lessee shall not be deemed to constitute an assignment or transfer of the Lease or of the Leasehold Estate, nor shall the Lender, as such, be deemed to be an assignee or transferee of the Lease or of the Leasehold Estate so as to require the Lender, as such, to assume the performance of any of the terms, covenants or conditions of the Ground Lessee to be performed under the Lease.

However, the Transferee at any Leasehold Estate Sale shall be deemed to be an assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Ground Lessee to be performed under the Lease from and after the date of such purchase and assignment, but only as long as such transferee is the owner of the Leasehold Estate, subject to the provisions of Section 28 below. In any action brought to enforce the obligation of any such Transferee as the Ground Lessee under the Lease, the judgment or decree shall be enforceable against such Transferee only to the extent of its

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interest in the Demised Premises and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Transferee other than its interest in the Demised Premises.

j. *Leasehold Estate Sale is Permitted Sale.* Any sale of the Ground Lessee's interest in the Lease and of the Leasehold Estate as part of any Leasehold Estate Sale shall be deemed to be a permitted sale, transfer or assignment of the Lease and the Leasehold Estate under the Lease.

10. **Further Sale Permitted.** If Lender acquires the Leasehold Estate pursuant to a Leasehold Estate Sale, Lender may subsequently sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to Lender without further consent of Ground Lessor, and thereafter be relieved of all obligations under the Lease; provided that the assignee acquiring the Demised Premises from Lender at such subsequent sale has delivered to Ground Lessor the written agreement of such assignee to be bound by all the provisions of the Lease.

11. **New Lease.**

a. *New Lease Notice.* If the Lease terminates because of (1) a default under the Lease and the expiration of all applicable cure periods without a cure of such default or (2) a rejection of the Lease by Ground Lessee in any state or federal insolvency or bankruptcy proceeding, Ground Lessor shall provide the Lender with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of (1) all sums which would have been due under the Lease on the date of such termination had such termination not occurred, and (2) all other defaults, if any, then known to Ground Lessor and not previously included in a Default Notice. Notwithstanding the foregoing, Ground Lessor shall have no obligation to deliver a New Lease Notice for a Specified Default which is reasonably susceptible of cure but which Lender failed to cure during the Lender's Cure Period of such default.

b. *Right to New Lease.* Upon any termination of the Lease, as provided in the preceding Section 11a, or upon written request of Lender to Ground Lessor at any time following a Leasehold Estate Sale, Ground Lessor agrees to enter into a new lease (the "New Lease") of the Demised Premises with the Lender or its designee which is an affiliate of Lender or with any party having acquired or about to acquire the interests of the Ground Lessee in the Leasehold Estate pursuant to a Leasehold Estate Sale, at the sole and exclusive option of the Lender, for the then remainder of the term of the Lease. The New Lease shall be effective as of the date of such termination or at the date of execution thereof by the successor lessee thereunder, at the Rent and upon the terms, covenants and conditions of the Lease, except as otherwise provided in Section 28 below (including without limitation all remaining options to renew but excluding requirements which are not applicable or which have already been fulfilled); provided that:

i. the Lender shall make written request upon Ground Lessor for the New Lease within thirty (30) days after the date such Lender receives a New Lease Notice, or at any time after Lender notifies Ground Lessor in writing of any pending or completed Leasehold Estate Sale;

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ii. the Lender or its designee shall pay or cause to be paid to Ground Lessor at the time of execution and delivery of the New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease (regardless whether such Lease had been terminated by Ground Lessor, so long as such sums were listed in any such New Lease Notice served upon Lender by Ground Lessor on account of any such termination). Additionally, Lender or its designee shall pay or cause to be paid to Ground Lessor all reasonable expenses, including without limitation reasonable attorney's fees, which Ground Lessor shall have incurred by reason of such termination and/or the execution and delivery of the New Lease and which have not otherwise been received by Ground Lessor from Ground Lessee or any other party in interest under the Lease;

Upon the execution of the New Lease, Ground Lessor shall afford to the Lender or its designee named therein, an offset against the sums otherwise due under the previous subparagraph or under the New Lease in an amount equal to the net income derived by Ground Lessor from the Demised Premises during the period from the date of termination of the Lease to the date of the beginning of the lease term of such New Lease. In the event of a controversy as to the amount to be paid to Ground Lessor pursuant to this Section 11, the payment obligation shall be satisfied if Ground Lessor shall be paid the amount not in controversy, and the Lender or its designee shall agree to pay any additional sum ultimately determined to be due by a third party arbitrator reasonably acceptable to both parties;

iii. the Lender or its designee shall agree to remedy any of Ground Lessee's defaults of which the Lender was notified in the New Lease Notice and which are reasonably susceptible of being cured by the Lender or its designee;

iv. the Ground Lessee under the New Lease shall have the same right, title and interest in and to the Demised Premises and the improvements thereon as Ground Lessee had under the Lease (subject to the provisions of Section 28 below); and

v. the Ground Lessee under the New Lease shall be liable to perform the obligations imposed upon such Ground Lessee only during the period such Ground Lessee has ownership of the Leasehold Estate. Furthermore, in any action brought to enforce the obligation of any such Ground Lessee under any New Lease, the judgment or decree shall be enforceable against such Ground Lessee only to the extent of its interest in the premises demised by such New Lease and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Ground Lessee other than its interest in such premises.

vi. The New Lease shall incorporate all of the provisions of Section 28 below, the same as if such provisions had been part of the Lease as originally written and executed.

c. *No Termination of Subleases.* Prior to expiration of the period in Section 11b.i above, Ground Lessor agrees that upon termination of the Lease it shall not without the prior consent of Lender, which shall not be unreasonably withheld, delayed or conditioned, terminate any

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subleases in effect at the Demised Premises ("Subleases"), and shall recognize and use reasonable efforts to preserve the Subleases as direct leases between the subtenants under the Subleases and Ground Lessor.

12. **Rights Exercisable by Lender.** Ground Lessor and Ground Lessee hereby agree that all rights and options, including without limitation any and all extension options and other rights granted to Ground Lessee under the Lease may be exercised directly by or on behalf of the Lender.

13. **Lender Need Not Cure Defaults.** Nothing herein shall obligate Lender to remedy any default of which it receives notice, except as otherwise expressly provided for in Section 11 above. Without limiting the foregoing, nothing herein contained shall require the Lender or its designee as a condition to its exercise of rights under this Agreement to cure any default of Ground Lessee not reasonably susceptible of being cured by the Lender or its designee, in order to comply with the provisions of Section 9 of this Agreement, or as a condition of entering into the New Lease provided for by Section 11 of this Agreement. Ground Lessor further understands and agrees that, notwithstanding anything herein to the contrary, in lieu of curing any default under the Lease, Lender may in its sole and absolute discretion elect to proceed with foreclosure of the Leasehold Mortgage, as the result of which Lender or any Transferee at a foreclosure sale may succeed to the rights of the Ground Lessee under the Lease.

14. **Application of Insurance Loss Proceeds and Condemnation.** Notwithstanding anything to the contrary in the Lease, Ground Lessor agrees that any and all insurance casualties or losses and condemnation actions shall be governed by the Leasehold Loan Documents, and any and all insurance loss proceeds and condemnation awards otherwise payable to the Ground Lessee shall be paid to the Lender and applied in accordance with the terms and provisions of the Leasehold Mortgage. Ground Lessor further agrees that the Lender may be named an additional insured under any insurance policies relating to the Demised Premises.

15. **Future Amendments; Cancellation.** Ground Lessee and Ground Lessor agree not to amend, modify, cancel or terminate the Lease or surrender the Leasehold Estate or Demised Premises without the prior, written consent of the Lender. Any such amendment or modification effected without such prior, written consent shall be void. Ground Lessor and Ground Lessee agree that neither shall terminate the Lease upon damage, destruction or casualty upon the Demised Premises as long as the Leasehold Loan Documents remain outstanding.

16. **Future Financings.** In the event Ground Lessee seeks to refinance the Leasehold Loan from time to time by mortgaging the Leasehold Estate, Ground Lessor agrees to enter into an agreement substantially similar in form and content to this Agreement with an institutional lender proposing to make a loan to Ground Lessee secured by a first lien upon the Leasehold Estate. All reasonable expenses incurred by Ground Lessor in connection with any such agreement shall be paid by Ground Lessee.

17. **Notices.** Any notice or demand which may be given or made hereunder or with reference to the Lease shall be a sufficient notice or demand if made in writing and (a) deposited in any letter box under the control of the United States Government, enclosed in a postpaid envelope,

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certified, return receipt requested, (b) sent by overnight national courier service (e.g., Federal Express or Airborne Express or UPS) or (c) delivered by hand, and addressed to the respective parties at the last address of which the parties may have been informed in writing, or if no place has been designated:

If to the Ground Lessor:

ALEXIAN BROTHERS MEDICAL CENTER, INC.  
800 Biesterfield Road  
Elk Grove Village, Illinois 60007  
Attn: President

If to the Ground Lessee:

ELK GROVE M.O.B. LIMITED PARTNERSHIP  
c/o Thelen Corporation  
3040 Salt Creek Lane  
Arlington Heights, IL 60005  
Attn: Chief Financial Officer

If to Lender:

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)  
197 Clarendon Street, C-3  
Boston, Massachusetts 02117  
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18. **Successors and Assigns.** This Agreement binds and inures to the benefit of the parties hereto, their heirs, successors and assigns.

19. **Headings.** The headings used herein are for purposes of convenience only and should not be used in construing provisions hereof.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which, together, shall constitute one and the same instrument.

21. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

22. **Rules of Construction.** The parties hereto acknowledge that each party and its counsel has reviewed this Agreement, and the parties hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

23. **Controlling Agreement.** In the event that any provision of this Agreement conflicts with any specific provision of the Lease, this Agreement shall control. This Agreement is

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designed to grant certain rights to Lender that may not be explicitly found in the Lease. Ground Lessor and Ground Lessee acknowledge that Lender shall have the benefit of such rights notwithstanding the terms of the Lease.

24. **Acknowledgement of Notice.** Ground Lessor acknowledges that this Agreement shall adequately serve as the notice required by Ground Lessee and Lender of the making of the Leasehold Loan pursuant to Section 9.03 of the Lease, and shall be sufficient to entitle Lender to all benefits of a Leasehold Mortgagee or lender under the Lease, including without limitation any rights to notice and cure and rights to enter into a New lease with Ground Lessor as provided in this Agreement.

25. **Reliance.** Ground Lessor and Ground Lessee acknowledge that Lender may rely upon the statements and provisions in this Agreement in making the Leasehold Loan and that the provisions of this Agreement shall be effective notwithstanding a contrary provision or the absence of a similar provision in the Lease.

26. **Repairs and Alteration.** Notwithstanding anything to the contrary in the Lease, Ground Lessor agrees that repairs, maintenance and alterations at and to the Demised Premises shall be governed by the Leasehold Loan Documents (including without limitation any reserve agreements), and no such repairs, maintenance or alterations shall require the consent of Ground Lessor as long as the Leasehold Loan Documents remain outstanding.

27. **Escrow for Real Estate Taxes.** Notwithstanding anything to the contrary in the Lease, Lender shall have the sole right to require Ground Lessee to maintain an escrow, fund or reserve for real estate taxes, assessments and other municipal charges due and owing on the Demised Premises, as long as the Leasehold Loan Documents remain outstanding.

28. **Further Modifications to Lease during Term of Leasehold Mortgage, and Upon the Occurrence of a Leasehold Estate Sale.** Notwithstanding anything in the Lease to the contrary, Ground Lessor further agrees that:

(A) During the term of the Leasehold Mortgage, and thereafter upon the occurrence of a Leasehold Estate Sale, Ground Lessor shall not grant any further utility or other easements pursuant to the provisions of Section 12.01 of the Lease without the further written consent of Lender or of any Ground Lessee under a New Lease, such consent not to be unreasonably withheld, conditioned or delayed.

(B) During the term of the Leasehold Mortgage, and thereafter upon the occurrence of a Leasehold Estate Sale, (i) Ground Lessee's Pro Rata Share of certain expenses related to the Common Areas (as defined and described in Section 12.05 of the Ground Lease) shall take into account any revenues or other income derived by Ground Lessor for the use of any such Common Areas (including without limitation any parking fees charged by Ground Lessor to any users of such Common Areas, as described in paragraph 3 of Exhibit C attached to the Lease), (ii) notwithstanding anything in the Lease to the contrary, no fees or charges of any kind related to the use and maintenance of the parking areas will be allocated to the Demised Premises (Ground Lessor hereby acknowledging and representing to Lender that no such fees or charges related to use and

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maintenance of the parking areas have been allocated to the Demised Premises prior to recording of the Leasehold Mortgage), and (iii) no new kinds of fees or expenses related to the Common Areas shall be included in the expenses for which Ground Lessee shall be liable unless such fees and expenses were allocated to the Demised Premises prior to the funding of the Loan and identified in the information relating to the Demised Premises which was furnished to Lender as part of its underwriting and approval of the Loan.

(C) Upon the occurrence of a Leasehold Estate Sale, or in connection with the preparation and execution of any New Lease pursuant to the provisions of Section 11 above, the following changes and modifications shall be made to the Lease:

(i) Any provision in the Lease (including without limitation Section 6.01, Section 14.01, Rule 24, Rule 25 or any other provision of the Lease) requiring that prior written consent or approval of Ground Lessor is required in connection with any assignment or subletting by Ground Lessee of its interests in the Lease or in the Demised Premises or any part thereof, or with respect to any form of document utilized by Ground Lessee to effect any such assignment or subletting shall also provide that such consent or approval shall not be unreasonably withheld, delayed or conditioned;

(ii) Any provision in the Lease (including without limitation Section 6.01 thereof) limiting use of the Demised Premises and future subleases only to (a) parties using their space for medical office purposes (in contrast to general office purposes), or (b) Ground Lessor or its designees, or (c) individuals or parties who are licensed to practice medicine or dentistry in the State of Illinois, or (d) individuals or professional corporations or partnerships who are in good standing on the Medical and Dental Staff of Ground Lessor shall not apply to any space in the Demised Premises that has remained vacant and unleased for a period of 60 successive days; and

(iii) Section 6.08 shall no longer apply or have any further force or effect, and the reference in the third and fourth lines of Section 10.03 of the Lease to "the last ten (10) years of the Original Term hereof," shall be changed to "the period commencing January 1, 2047 and ending December 31, 2047."

(iv) Notwithstanding current Rule 4 of Exhibit B to the Lease to the contrary, no subtenant shall have the right to terminate its lease on account of termination of its membership on the Medical-Dental staff of Ground Lessor.

(v) Notwithstanding anything in the Lease providing that the use (or Ground Lessee's permitting the use) of the Demised Premises for the performance of any act in violation of the Religious and Ethical Directives for Catholic Health Facilities (as most recently approved by the National Conference of Catholic Bishops) (the "Directives") shall constitute an immediate default under the Lease and thereafter render the Lease null and void, Ground Lessor agrees that in the case of any such violation of the Directives, Ground Lessor shall not have the right to declare such a default or avail itself of any remedies based on such circumstances, so long as Ground Lessee has upon receipt of written notice thereof from Ground Lessor promptly commenced to take (and thereafter diligently pursues to

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completion) such legal action (including with limitation institution of a forcible entry and detainer suit) as is commercially reasonable and required in order to cause such violation to cease and not thereafter continue or recur in the future.

*[Signature Page Follows]*

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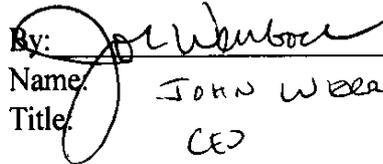
# UNOFFICIAL COPY

Loan No. 526773:11

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the day and year first written above.

**GROUND LESSOR**

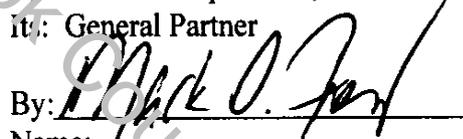
**ALEXIAN BROTHERS MEDICAL CENTER, INC.**, a Texas non-profit corporation

By:   
Name: John W. Weasner  
Title: CEO

**GROUND LESSEE**

**ELK GROVE M.O.B. LIMITED PARTNERSHIP**  
an Illinois limited partnership

By: Thelen Corporation, an Illinois corporation  
It: General Partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER**

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Loan No. 526773:11

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the day and year first written above.

**GROUND LESSOR**

**ALEXIAN BROTHERS MEDICAL CENTER, INC.**, a Texas non-profit corporation

By: \_\_\_\_\_

Name:

Title:

**GROUND LESSEE**

**ELK GROVE M.O.B. LIMITED PARTNERSHIP**  
an Illinois limited partnership

By: Thelen Corporation, an Illinois corporation

Its: General Partner

By: \_\_\_\_\_

Name:

Title:

**LENDER**

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation

By: Justin Lata

Name: JUSTIN LATA

Title: INVESTMENT OFFICER

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STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On this 26 day of January, 2012, before me personally came blun Wendor to me known, who, being by me duly sworn, did depose and state that he is the Resident CEO of ALEXIAN BROTHERS MEDICAL CENTER, INC., a Texas non-profit corporation, and that he executed the above instrument and signed his name thereto on behalf of said corporation.

Melissa Kulik  
Notary Public

My commission expires: 2/4/14



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 26 day of January 2012, before me personally came Mark Frey, to me known, who, being by me duly sworn, did depose and state that he is the Resident of Thalen Corporation the sole general partner of ELK GROVE M.O.B. LIMITED PARTNERSHIP, an Illinois limited partnership, and that he executed the above instrument and signed his name thereto on behalf of said general partner and on behalf of said limited partnership.

Melissa Kulik  
Notary Public

My commission expires: 2/4/14



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this, the 31st day of January, 2012, before me personally came Justin Lata, to me known, who, being by me duly sworn, did depose that he is an Investment Officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, and that he executed the above instrument and signed his name thereto on behalf of said corporation.

Peter A Sarasek  
Notary Public

My commission expires: 12-14-15



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## LEGAL DESCRIPTION OF DEMISED PREMISES

All of the right, title and interest of the Lessee in and to the ground leasehold estate created by that certain Ground Lease dated as of December 30, 1992, as amended on January 31, 2012, between Alexian Brothers Medical Center, Inc. as lessor and Elk Grove M.O.B. Limited Partnership as lessee, as evidenced by that certain Memorandum of Lease recorded January 24, 2002 in the Recorder's office of Cook County, Illinois as Document Number 0020097338, affecting certain real property located in the City of Elk Grove Village, State of Illinois, and legally described as follows:

### **WIMMER PARCEL LEGAL DESCRIPTION:**

THAT PART OF THE SOUTH 1119.04 FEET (AS MEASURED ALONG THE WEST LINE THEREOF) OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID 1119.04 FEET (BEING THE SOUTH RIGHT OF WAY LINE OF GLOUCESTER DRIVE) AND THE EAST LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER (BEING THE WEST RIGHT OF WAY LINE OF LEICESTER DRIVE); THENCE SOUTH 02 DEGREES 02 MINUTES 55 SECONDS EAST (SOUTH 00 DEGREES 02 MINUTES 19 SECONDS EAST RECORD), A DISTANCE OF 470.33 FEET ALONG THE WEST RIGHT OF WAY OF SAID LEICESTER DRIVE; THENCE CONTINUING SOUTH 02 DEGREES 02 MINUTES 55 SECONDS EAST (SOUTH 00 DEGREES 02 MINUTES 19 SECONDS EAST RECORD), A DISTANCE OF 228.40 FEET ALONG SAID WEST RIGHT OF WAY OF SAID LEICESTER DRIVE; THENCE NORTH 89 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 10.01 FEET ALONG THE WEST RIGHT OF WAY OF LEICESTER DRIVE RECORDED JULY 20, 2007 AS DOCUMENT NO. 0720115112; THENCE SOUTH 02 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 340.23 FEET ALONG SAID WEST RIGHT OF WAY OF LEICESTER DRIVE; THENCE SOUTH 35 DEGREES 34 MINUTES 28 SECONDS WEST, A DISTANCE OF 24.58 FEET ALONG SAID WEST RIGHT OF WAY OF LEICESTER DRIVE TO THE NORTH RIGHT OF WAY OF BIESTERFIELD ROAD RECORDED AUGUST 25, 1982 AS DOCUMENT NO. 26332414; THENCE NORTH 89 DEGREES 56 MINUTES 31 SECONDS WEST (NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST RECORD), A DISTANCE OF 628.23 FEET ALONG SAID NORTH RIGHT OF WAY OF BIESTERFIELD ROAD TO A POINT 629.41 FEET EAST OF THE EAST LINE OF BEISNER ROAD RECORDED APRIL 29, 1982 AS DOCUMENT NO. 26216165 (AS MEASURED ALONG SAID NORTH RIGHT OF WAY OF BIESTERFIELD ROAD); THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST (NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST), A DISTANCE OF 237.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST (NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST), A DISTANCE OF 5.00 FEET; THENCE NORTH 36 DEGREES 55 MINUTES 37 SECONDS WEST (NORTH 36 DEGREES 55 MINUTES 56 SECONDS WEST RECORD), A DISTANCE

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OF 33.18 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST (NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST RECORD), A DISTANCE OF 62.67 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 200.29 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 29 SECONDS WEST (SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST), A DISTANCE OF 69.05 FEET; THENCE SOUTH 55 DEGREES 03 MINUTES 29 SECONDS WEST (SOUTH 55 DEGREES 03 MINUTES 10 SECONDS WEST RECORD), A DISTANCE OF 43.80 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 31 SECONDS WEST (NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST RECORD), A DISTANCE OF 144.45 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Property: 800 Biesterfield Road, Elk Grove Village, Illinois

Property Index Number: 08-32-100-014-0000