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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/11/2016 01:10 PM Pg: 1 of 8

This Document Prepared By  
and After Recording Return To:

Mark R. O'Meara, Esq.  
Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

40025586

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE ONLY

GIT

**MORTGAGEE'S NON-DISTURBANCE AGREEMENT  
AND  
LESSEE'S SUBORDINATION AND AGREEMENT TO ATTORN**

THIS AGREEMENT, made this 6th day of June, 2016, by and between FIRST MERCHANTS BANK with its mailing address at 8301 S. Cass Avenue, Darien, Illinois 60561 (hereinafter referred to as "*Mortgagee*") and OAK STREET HEALTH MSO, LLC an Illinois limited liability company having its principal office and place of business located at 1101 W. Fulton Market, 2nd Floor, Chicago, Illinois 60607 (hereinafter referred to as "*Lessee*").

WHEREAS, Lessee has entered into a certain lease, dated April 14, 2015, between Lessee and SCG OAK STREET LLC GARFIELD PARK SERIES (also known as SCG OAK STREET LLC — GARFIELD PARK SERIES), an Illinois series limited liability company, as landlord, covering certain space (hereinafter referred to as the "*Demised Premises*") at 3543 West Madison Street, Chicago, Illinois and located on the property described on Schedule I attached hereto and made a part hereof (the said lease being hereinafter referred to as the "*Lease*"); and

WHEREAS, Mortgagee is or will be the holder of a certain Mortgage and Security Agreement with Assignment of Rents dated as of June 6, 2016, to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, which covers the building and land of which the Demised Premises form a part (hereinafter the "*Mortgage*"); and

WHEREAS, Mortgagee has requested that Lessee subordinate the Lease to the lien of the Mortgage; and

WHEREAS, Lessee has requested that Mortgagee agree not to disturb Lessee's possessory rights in the Demised Premises in the event Mortgagee should foreclose the Mortgage provided that Lessee is not in default under the Lease and provided that Lessee attorns to Mortgagee or the purchaser at the foreclosure sale; and

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WHEREAS, Lessee and Mortgagee are willing to so agree on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and TEN DOLLARS (\$10.00) and other good and valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Mortgagee and Lessee hereby agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, replacement or extension of the same.
2. Provided Lessee complies with this Agreement and is not in default under the terms of the Lease in the payment of rent, additional or percentage rent or any other payment to be made under the Lease or the performance of any of the terms, conditions, covenants, clauses or agreements on its part to be performed under the Lease, as of the date Mortgagee files a lis pendens in, or otherwise commences a foreclosure action, or at any time thereafter, no default under the Mortgage, as modified, extended or increased, and no proceeding to foreclose the same will disturb Lessee's possession under said Lease and the Lease will not be affected or cut off thereby (except to the extent that Lessee's right to receive or set off any monies or obligations owed or to be performed by the Mortgagee's predecessors in title shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Demised Premises upon the foreclosure sale, except that the Mortgagee, or any subsequent owner, shall not (a) be liable for any previous act or omission of landlord under the Lease, (b) be subject to any offset which shall theretofore have accrued to Lessee against landlord, (c) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Mortgagee, or (d) be bound by any previous modification of the Lease or by any previous prepayment of fixed rent for a period greater than one (1) month, unless such modification or prepayment shall have been expressly approved in writing by the Mortgagee.
3. Any provision of this Agreement to the contrary notwithstanding, Mortgagee shall have no obligation, or incur any liability, with respect to the erection and completion of any improvements for Lessee's use and occupancy.
4. If Mortgagee elects to accept from the then Mortgagor a deed in lieu of foreclosure, Lessee's right to receive or set off any monies or obligations owed or to be performed by the then landlord shall not be enforceable thereafter against Mortgagee or any subsequent owner.
5. Lessee will upon request by Mortgagee, or any subsequent owner, execute a written agreement whereunder Lessee does attorn to Mortgagee or any such subsequent owner and affirm Lessee's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

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6. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Mortgagee at the same time such notice or statement is sent to the landlord under the Lease.

7. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by landlord under the Lease (other than any such act or omission which is not capable of being remedied by landlord under the Lease within a reasonable period) which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, Lessee will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Kevin O'Rourke), or at the last address of Mortgagee furnished to Lessee in writing and (ii) until a reasonable period of remedying such act or omission shall have elapsed following such giving of notice and following the time when Mortgagee shall have become entitled under the Mortgage to remedy the same; provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

8. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lease in any manner without the express consent in writing of the Mortgagee.

9. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

10. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

11. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

12. Lessee agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

13. Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the obligations secured by the Mortgage. In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pays its rent and all other sums due under the Lease to Mortgagee, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee.

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14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Agreement as of the day and year first above written.

FIRST MERCHANTS BANK

By *Darryl D. Romanko*  
Name *Darryl D. Romanko*  
Title *Regional President*

OAK STREET HEALTH MSO, LLC

By *WPR*  
Name *Geoffrey Price*  
Title *COO*

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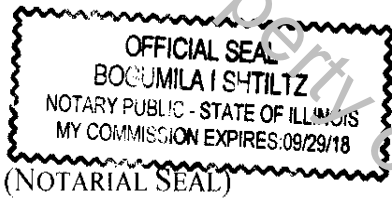
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2016, by DAFYL POHEONNE, the REG. PRESIDENT of FIRST MERCHANTS BANK, on behalf of the bank.

Given under my hand and Notarial Seal this 20<sup>th</sup> day of September, 2016.

[Signature]  
\_\_\_\_\_  
Notary Public

BOGUMILA I SHTILTZ  
\_\_\_\_\_  
(Type or Print Name)



My Commission Expires:

9/29/18  
\_\_\_\_\_

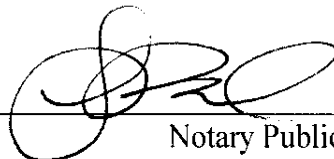
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2016, by George Price, the COO of OAK STREET HEALTH MSO, LLC an Illinois limited liability company, on behalf of the limited liability company.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of August, 2016



Notary Public

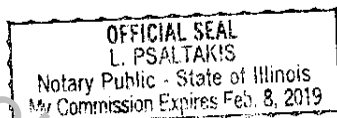
L PSALTAKIS

(Type or Print Name)

(NOTARIAL SEAL)

My Commission Expires:

2/8/2019



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## SCHEDULE I

### LEGAL DESCRIPTION

ALL OF LOTS 11, 12, 13, 14 AND 15 IN BLOCK 1 IN CENTRAL PARK ADDITION TO CHICAGO, BEING THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, LYING NORTH OF BARRY POINT ROAD, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 3343 West Madison Street, Chicago, Illinois 60624

PIN: 16-14-201-005  
16-14-201-006

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