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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/30/2018 10:19 AM PG: 1 OF 9

This document prepared by:

Fuchs & Roselli, Ltd.
Attn. Richard C. Perna, Esq.
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Suite 500
Chicago, Illinois 60606

Please return to:

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Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

178778043

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement, dated as of January 19, 2018 ("Agreement"), is entered into by and between Doubek Family Limited Partnership ("Landlord"), Doubek Medical Supply, Inc. ("Tenant"), and Old Plank Trail Community Bank, N.A. ("Lender").

WHEREAS, Landlord and Tenant have entered into an oral lease agreement ("Lease"), pertaining to the premises commonly known as 11350 South Cicero Avenue, Alsip, Illinois 60803 ("Premises") and legally described on the attached Exhibit A.

WHEREAS, Lender shall hold a first mortgage encumbering the Premises ("Mortgage"), which was granted to secure certain loans made by Lender to Landlord and evidenced by a note made by Landlord to Lender;

NOW, THEREFORE, in consideration of the premises, the covenants, conditions, provisions and agreement set forth herein, and other good and valuable consideration, receipt and sufficiency of which whereof is hereby acknowledged, Lender, Tenant, and Landlord do hereby mutually represent, acknowledge, covenant and agree as follows:

1. The Lease is in good standing, and in full force and effect without any modification or amendment as of the date hereof. The Lease shall not be amended, modified or supplemented without the written approval of Lender and shall not be terminated or canceled except as expressly provided in the Lease.

2. Tenant hereby subordinates in all respects and at all times its interests in the Lease and to the Premises under and pursuant to the Lease to all of the terms, conditions and provisions of the Mortgage insofar as it affects the Property of which the Premises form a part, to all advances made or to be made thereunder, to the full extent of the principal sum and

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interest thereon from time to time secured thereby, and to any renewals, modifications and extensions or modifications thereof including any increase in the indebtedness secured thereby or supplements thereto, subject to the terms and conditions set forth in this Agreement. Tenant acknowledges and agrees that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Lender.

3. So long as Tenant is not in default (beyond any period(s) given under the Lease to Tenant to cure such default) in (i) the payment of any monetary obligation under the Lease, or (ii) the performance of any of the other terms, covenants or conditions with which Tenant is obligated to comply pursuant to the Lease, then:

(a) The right of possession of Tenant to the Premises shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the Note; nor shall Tenant be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease except in accordance with the terms of the Lease.

(b) In the event Lender succeeds to the interest of Landlord under the Lease, the Lease shall not be terminated or affected thereby, and any sale of the Premises by Lender or pursuant to the judgment of any court in an action to enforce the remedies provided for in the Mortgage, shall be made subject to the Lease and the rights of Tenant thereunder, subject to the provisions of this Agreement, which shall inure to the benefit of Lender and any purchaser at foreclosure or by deed in lieu of foreclosure, and its successors and assigns.

4. If Lender (or any third party pursuant to a foreclosure of the Mortgage) succeeds to the interest of Landlord under the Lease and all terms therein, and the rights of Tenant thereunder, the Lease shall continue in effect, shall not be altered, terminated, or disturbed, and Tenant shall be bound to Lender (or any third party pursuant to a foreclosure of the Mortgage) under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease as specified in the Lease (the "Term"), with the same force and effect as if Lender (or any third party pursuant to a foreclosure of the Mortgage) were the landlord under the Lease except that, notwithstanding anything to the contrary herein or in the Lease, the provisions of the Mortgage will govern with respect to the disposition of proceeds of insurance policies or condemnation or eminent domain awards. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender or Tenant, immediately upon Lender succeeding to the interest of Landlord under the Lease; provided, however, Tenant shall be under no obligation to pay any monetary obligation set forth in the Lease to Lender (or any third party pursuant to a foreclosure of the Mortgage) until Tenant receives written notice from Lender that Lender (or any third party pursuant to a foreclosure of the Mortgage) has succeeded to the interest of Landlord under the Lease. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments due by Tenant under the Lease to Lender (or any third party pursuant to a foreclosure of the Mortgage) or as Lender may in writing direct. The respective rights and obligations of Tenant and Lender (or any third party pursuant to a foreclosure of the Mortgage) upon such attornment, to the extent of the then remaining balance of the Term, shall be and are the same as are then in existence, as set forth in the Lease.

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5. If Lender (or any third party pursuant to a foreclosure of the Mortgage) shall succeed to the interests of Landlord in and to the Premises or under the Lease, Lender (or any third party pursuant to a foreclosure of the Mortgage) shall not be:

(a) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord); or

(b) subject to any offsets, deductions or defenses which Tenant might have arising out of acts or omissions of any prior landlord (including, but not limited to, Landlord); or

(c) liable to Tenant for any security deposit under the Lease not actually transferred and paid over to Lender; or

(d) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease preceding the effective date of the notice wherein Lender gave Tenant notice of Lenders succeeding to the Landlord's interest under the Lease, unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or

(e) bound by any agreement or modification of the Lease made after the date hereof without Lender's consent, except as permitted by the Mortgage.

The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto; provided, however, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall request in order to effectuate said provisions.

6. Upon receipt of written notice from Lender, Landlord and Tenant agree that Tenant shall pay all rent and other amounts owing under the Lease to a bank account or accounts designated by Lender. Any such payment by Tenant made in the manner directed by Lender shall be credited against the rental obligations of Tenant under the Lease in the direct order of maturity of the rental and other installments due thereunder, and Landlord hereby releases Tenant from all claims and liabilities as to the payment of rent or any other amount due under the Lease if such payment is made pursuant to the written direction of Lender.

7. Tenant shall furnish to Lender copies of all notices which Landlord is entitled to receive under the Lease, and upon request by Lender, Tenant agrees to certify in writing to Lender whether or not any default on the part of Landlord exists under the Lease and the nature of any such default. Furthermore, Tenant shall notify Lender in writing of the occurrence of any default by Landlord and shall permit Lender a period of thirty (30) days from the date of such notice (the "Cure Period") in which to cure such default prior to proceeding to exercise any of the rights or remedies of Tenant under the Lease, including termination of the Lease, abatement of rental payments due thereunder, or performance of Landlord's covenants or obligations which Tenant asserts to be in default; provided, however, that the Cure Period granted to Lender herein (i) shall be extended by any period of time during which Lender is diligently pursuing the cure of a default which can not reasonably be expected to be cured within the initial thirty (30) day Cure Period, and (ii) shall not be deemed to commence until after any period of time during which Lender is pursuing acquisition of title to the Premises through foreclosure or otherwise, such period to include, without limitation, any period of time (a) during which Lenders acquisition of title to the Premises is stayed by any proceeding in bankruptcy, any injunction or other judicial process, and (b) after acquisition of title by Lender during which Landlord or any other party is contesting the validity of the acquisition of Lenders title to the Premises. With respect to defaults which are personal to Landlord, such as

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bankruptcy, and thus not capable of being cured by Lender, or with respect to defaults which are not capable of being cured without possession of the Premises, then Lender shall be deemed to be diligently pursuing a cure of such default if, within the above described thirty (30) day Cure Period, Lender commences and thereafter pursues (subject to any judicial stays, injunctions or other delays) foreclosure proceedings for the Premises. Furthermore, in the case of defaults personal to Landlord, Lender shall be deemed to have cured such defaults upon final foreclosure of the Premises.

8. Notwithstanding anything to the contrary contained in this Agreement or the Lease, in the event of any default or breach by Lender with respect to any of the terms, covenants and conditions of the Lease to be observed, honored or performed by Lender as Landlord, Tenant shall look solely to the estate and property of Lender in the Premises for the recovery of any judgment (or any other judicial procedures requiring the payment of money by Lender) from Lender, it being agreed that Lender shall never be personally liable for any such judgment and that no property or assets of Lender other than Lenders interest in the Premises shall be subject to levy, execution or other procedures for satisfaction of Tenant's remedies. Lender shall not be required to respond in monetary damages from any of its properties or assets other than Lenders interests in the Premises.

9. For purposes of this Agreement, Lender will be deemed to have succeeded to the interest of Landlord under the Lease upon (i) the transfer of title to the Premises to Lender, whether by virtue of foreclosure, sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, or (ii) the occurrence of any other event as a result of which Lender may acquire the right, title and interest of Landlord in and to the Lease or the Premises.

10. This Agreement shall inure to the benefit of Lender and its successors and assigns, and to any successor or assign of Tenant permitted under the Lease; provided, that upon Lender's assignment of its interest, all obligations and liabilities of Lender thereafter accruing shall terminate, provided Lender's assignee assumes such obligations and liabilities, and thereupon all such obligations and liabilities shall be the responsibility of Lender's assignee.

11. All notices hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) received or refused after deposit in regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, and (iii) when received if sent by private courier service and (b) addressed as follows:

If to Lender: Old Plank Trail Community Bank, N.A.
5300 West 95th Street
Oak Lawn, Illinois 60453
Attention: Richard Eber

With a copy to: Fuchs & Roselli, Ltd.
440 West Randolph Street, Suite 500
Chicago, Illinois 60606
Attention: Richard C. Perna

If to Tenant: Doubek Medical Supply, Inc.
11350 South Cicero Avenue

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Alsip, Illinois 60803
Attention: David J. Doubek

If to Landlord: Doubek Family Limited Partnership
11350 South Cicero Avenue
Alsip, Illinois 60803
Attention: David J. Doubek

In either case, with a copy to: Garfield & Merel, Ltd.
180 N Stetson Ave # 1300
Chicago, Illinois 60601
Attention: Stephen M. Alderman

or to each such party at such other address as such party may designate in a written Notice to the other party.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and shall have the same force and effect as though all the signers had signed a single signature page.

[SIGNATURE PAGE TO FOLLOW]


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In witness whereof, the parties have executed this Subordination, Attornment and Non-Disturbance Agreement as of the date set forth above.


LENDER:

OLD PLANK TRAIL COMMUNITY BANK, N.A.,

By: 
Name: Ricoman EBER
Its: AVP

TENANT:

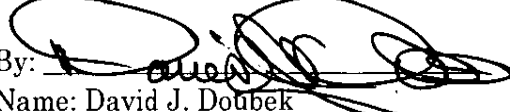
DOUBEK MEDICAL SUPPLY, INC., an Illinois corporation

By: 
Name: David J. Doubek
Its: President

LANDLORD:

DOUBEK FAMILY LIMITED PARTNERSHIP an Illinois limited partnership

By: Doubek, LLC, an Illinois limited liability company, its General Partner

By: 
Name: David J. Doubek
Its: Manager

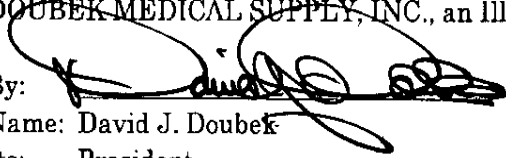
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TENANT:

DOUBEK MEDICAL SUPPLY, INC., an Illinois corporation

SIGN
HERE
X

By: 
Name: David J. Doubek
Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Sarah L. Hjekstra, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that David J. Doubek, as President of DOUBEK MEDICAL SUPPLY, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 19th day of January, 2018 2017.

Sarah L. Hjekstra
Notary Public

My Commission Expires: 11-1-21



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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Exhibit A Legal Description of Premises

THE NORTH 25 FEET OF LOT 8, LOT 9 AND LOT 10 (EXCEPT THE NORTH 75 FEET OF SAID LOT 10) IN THE SECOND ADDITION TO DOORNBOS AND STEVENS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 272.72 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 24-21-200-042-0000
24-21-200-056-0000
24-21-200-057-0000

ADDRESS: 11350 SOUTH CICERO AVENUE, ALSIP, ILLINOIS 60803

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