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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/09/2018 12:43 PM Pg: 1 of 7

Prepared by and Return to:

Mark E. O'Neill
Godfrey & Kahn, S.C.
780 N. Water St.
Milwaukee, WI 53202

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SDF-6 w

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 2 day of MAY, 2018 between CIBC BANK USA ("Lender") and NORTHWEST HEART CLINICAL RESEARCH, LLC, an Illinois limited liability company ("Tenant").

RECITALS:

A. Tenant and 1632 Building, L.L.C., an Illinois limited liability company, predecessor in interest to ELP Partners III, LLC, a Delaware limited liability company ("Landlord"), entered into that certain Medical Office Building Space Lease dated August 1, 2017, as amended from time to time (collectively the "Lease"), for the space ("Premises") described in the Lease and located within the property ("Property") described on Exhibit A attached hereto; and

B. Lender is or will be the holder of a Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement (Future Filing), as amended from time to time ("Mortgage") which does or will encumber the Property, the Mortgage and any documents executed and delivered in connection therewith are the "Loan Documents"; and

C. Each party hereto has requested the other party to enter into this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as set forth below.

1. Subordination. Tenant agrees that, notwithstanding anything contained in the Lease, and any extensions, renewals, replacements or modifications of the Lease, all of the right, title and interest of Tenant in and to the Premises, including, but not limited to, any rights of first refusal or options to purchase granted pursuant to the Lease, are and shall be at all times subject and subordinate to the Loan Documents and to all of the provisions contained therein, all optional or obligatory advances to be made thereunder, and to any renewals, modifications, supplements, replacements, consolidations, increases and extensions of the Loan Documents and the debt evidenced and secured by the Loan Documents.

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2. Non-Disturbance. Lender agrees that, in the event of a foreclosure of the Mortgage, or other enforcement of the provisions of the Loan Documents, or the exercise by Lender of Lender's rights pursuant to the Loan Documents, or in the event Lender comes into possession or acquires title to the Property as a result of a foreclosure or threat thereof, or as a result of any other means, such action shall not, so long as (i) the term of the Lease shall have commenced pursuant to the provisions thereof, (ii) construction of the Premises has been completed and Tenant shall be in possession of the Premises demised under the Lease, (iii) Tenant is not in default under the Lease beyond any applicable grace period stated in the Lease, and (iv) the Lease is in full force and effect and Tenant continues to observe and perform all of Tenant's obligations pursuant to the Lease, terminate the Lease nor disturb Tenant's possession of the Premises nor shall Tenant be named or joined in any foreclosure or other proceeding to enforce Lender's rights pursuant to the Loan Documents unless such joinder is required by law in order to prosecute such foreclosure action or other proceeding.

3. Attornment. Tenant agrees that, if the interest of Landlord in the Premises shall be transferred to Lender or any other individual or entity by reason of foreclosure or other proceeding or any other manner, then Tenant shall attorn to Lender or any purchaser, grantee, or other successor, at any time, to Landlord's interest (collectively the Lender and such other purchaser, grantee or other successor are sometimes hereinafter the "Successor Landlord") and Tenant further agrees to be bound under all of the provisions, covenants and conditions of the Lease for the remaining term and any extensions or renewals thereof which may be effected in accordance with the Lease with the same force and effect as if the Successor Landlord were the Landlord under the Lease and Successor Landlord shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (b) liable for any accrued obligation of Landlord or for any act or omission of Landlord or breach of the Lease by Landlord, whether prior to or after the transfer of the Landlord's interest, (c) required to make any repairs to the Premises required as a result of fire or other casualty or by reason of condemnation unless Lender shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to make any capital improvements to the Premises which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the Premises, (e) subject to any offsets or counterclaims or similar claims which shall have accrued to Tenant against Landlord prior to the date upon which Lender shall become the owner of the Premises, (f) liable for damages and other relief attributable to any latent or patent defects in construction with respect to the Premises, (g) bound by any payment of rent or additional sums due pursuant to the Lease which may have been paid to Landlord for more than the current month, (h) liable for any security deposit not actually delivered to Successor Landlord or, (i) bound by any amendment, supplement or modification of any nature of the Lease or by any waiver or forbearance on the part of the Landlord made or given without Successor Landlord's prior written consent. Successor Landlord's liability under the Lease shall be limited to the extent of the interest of the Successor Landlord in the Property and in no event shall Successor Landlord be personally liable under the Lease. Tenant hereby agrees that the attornment set forth in this Section shall be self-operative without the execution of any further instruments, shall be effective immediately upon Successor

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Landlord's succeeding to the Landlord's interest in the Lease and Tenant agrees to provide written confirmation of the foregoing upon request of the Successor Landlord.

4. Consent of Lender. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement which terminates or cancels the Lease or amends, supplements or modifies the Lease, (b) prepay any of the rents, or other sums due under the Lease for more than thirty (30) days in advance of the due dates thereof, (c) voluntarily surrender the Premises or terminate the Lease without cause or shorten the term thereof, (d) assign the Lease or sublet the Premises or any part hereof or (e) subordinate or permit subordination of the Lease to any lien other than the lien created by the Loan Documents; and any such amendment, supplement, modification, termination, prepayment, voluntary surrender, assignment, subletting or subordination, without Lender's prior written consent, shall not be binding upon Lender.

5. Notice of Default. Tenant will immediately furnish Lender with a copy of all notices given by Tenant to Landlord under the provisions of the Lease. Tenant agrees that no notice of cancellation of the Lease nor any reduction or abatement of base rent or additional rent shall be effective unless Lender has received the notice and has failed to cure (however, Lender shall not be obligated to cure any such default) the default within whichever period of time is longer (i) sixty (60) days after receipt of such notice or (ii) such period of time following such notice as Landlord has to cure the default which gives rise to such alleged right of cancellation, reduction or abatement.

6. Delivery of Notice. Any notice or election to be given hereunder shall be in writing, addressed to the party at the address stated below that party's signature on this Agreement and shall be (i) delivered in person to the receiving party by the other party, his agent or a professional courier service, (ii) sent United States certified or registered mail, postage prepaid, return receipt requested, or (iii) sent by telecopy to the receiving party at the telecopy phone number stated below the receiving party's signature on this Agreement. Any such notice or election shall be deemed effective upon the earlier of the actual receipt of the notice or election or (i) if delivered in person, then when such notice or election is delivered to an individual at the receiving party's address who is apparently authorized to accept deliveries, (ii) if sent by United States certified or registered mail, then one day after such notice or election is deposited with the United States Postal Service, or (iii) if sent by telecopy, then at the time sent and confirmed by the sender's transmitted copy of such notice or election.

7. Acknowledgment. Tenant acknowledges that the Landlord's interest under the Lease is to be assigned to Lender and that the Lender will in turn grant a license to Landlord to continue to collect the rents and all other sums due pursuant to the Lease and act as landlord under the Lease so long as Landlord is not in default under the Loan Documents. Such assignment shall not constitute a default under the Lease nor in any way alter or affect Landlord's rights and obligations under the Lease. Tenant shall, upon receipt of notice from Lender stating that such license has been terminated in accordance with the Assignment, without the need for further verification or consent from Landlord or court order, make all further payments due under the Lease to Lender. To the extent that the Lease shall entitle the Tenant to

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notice of any Mortgage of similar interest granted by Landlord, this Agreement shall constitute such notice to Tenant with respect to any of the Loan Documents and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidation of the Loan Documents.

8. Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois.

10. Further Assurances. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on part of either party hereto. However, Tenant agrees to execute and deliver to Successor Landlord such other instruments as Successor Landlord shall reasonably request in order to effectuate such agreement.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

12. Counterparts. This Agreement may be signed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute and be construed as one in the same instrument.

13. Severability. If any provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, but each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative. All remedies of Lender provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law and by the Loan Documents.

15. Section Headings. The section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.


[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year first written above.

TENANT:

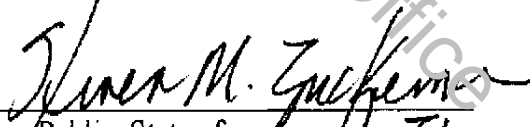
NORTHWEST HEART CLINICAL RESEARCH, LLC,
an Illinois limited liability company

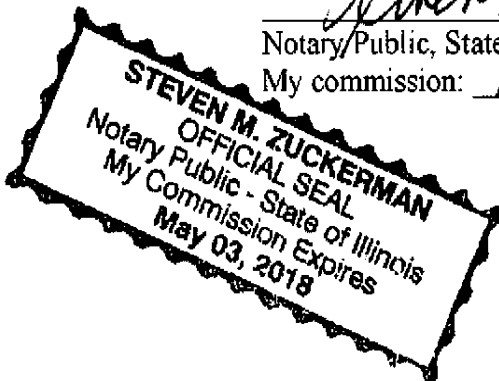
By: 
 Name: Shweta
 Title: Secretary

Address:
1632 W. Central Ave
Chicago, IL 60641

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

Personally came before me this 23rd day of APRIL, 2018, the above-named STEVEN LUBATCH, as the SECRETARY/MEMBER of ~~NORTHWEST HEART CLINICAL RESEARCH, LLC~~ hand to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

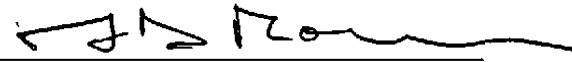

 Notary/Public, State of IL
 My commission: 05-03-18



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LENDER:

CIBC BANK USA

By: 
James D. Roemer, Managing Director

Address:


120 East LaSalle Street
Chicago, IL 60603
Attn: Commercial Loan Department

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Personally came before me this 1st day of May, 2018, the above-named James D. Roemer as the Managing Director of CIBC Bank USA, an Illinois state chartered bank, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.




Printed Name: Julie A. Reikowski
Notary Public, State of Wisconsin
My commission: 7-3-20

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EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Final Plat of Resubdivision/Planned Unit Development of Addition to 1632 Central Road Subdivision, part of the Southwest quarter of Section 31, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 17, 2009 as document number 0907645036, in Cook County, Illinois.

Commonly known as: 1632 West Central Road, Arlington Heights, Illinois 60005
Tax Key No. 03-31-302-023-0000

Property of Cook County Clerk's Office