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Greater Illinois Title Company
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Edward M. Moody
Cook County Recorder of Deeds
Date: 05/09/2019 10:10 AM Pg: 1 of 9

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Greater Illinois Title Company
120 North LaSalle Street, Suite 900
Chicago, IL 60602

Property of Cook County Clerk's Office

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is made as of this 16th day of April, 2019, by and among NORTH NARRAGANSETT, LLC ("Lessor"), as lessor under the lease hereinafter described, and ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE MEDICAL GROUP, AN ILLINOIS NOT-FOR-PROFIT CORPORATION ("Tenant"), lessee under the aforementioned lease, in favor of FIRST SECURITY TRUST AND SAVINGS BANK ("Lender"), the Lessor's lender and mortgagee.

WITNESSETH

WHEREAS, Tenant and Lessor entered into a lease agreement dated 6/25/1998, First Amendment dated 8/29/08, Second Amendment dated 4/8/11, and Third Amendment dated 12/15/15 (together, the "Lease"), covering certain premises more fully described in the Lease, which premises are a part of that real property located at 6434 W. North Avenue, Chicago, IL 60707 (the "Property");

WHEREAS, Lender has or will make a loan to Lessor in the principal amount of \$2,182,000.00 (Two Million One Hundred Eighty-Two Thousand and 00/100 Dollars), and in order to secure such indebtedness, Lessor has executed, or will execute that certain Mortgage and Assignment of Rents (collectively referred herein as the "Mortgage"), in favor of Lender, and against the Property;

WHEREAS, Lessor is the owner of the Property, and has the rights and obligations of landlord under the Lease; and

WHEREAS, the parties hereto now desire to enter into this Agreement to establish certain rights and obligations with respect to their interests, and to provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed that the Lease, all terms and conditions set forth in the Lease, the leasehold interests and estates created thereby, and the priorities, rights, privileges and powers of Tenant and Lessor thereunder shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of Lender's Mortgage, all terms and conditions contained therein, any renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of the Lender thereunder, and shall hereafter be junior and inferior to the lien and charge of Lender's Mortgage. The parties further agree as follows:

1. Lender consents to the Lease.
2. In the event that Lender succeeds in interest to Lessor, or takes possession and/or control of the Property as mortgagee in possession or pursuant to foreclosure sale under Lender's

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Mortgage, or by acceptance of a deed in lieu of foreclosure, or by any other manner, it is agreed as follows:

a. Tenant shall be bound to Lender or such other purchaser under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof, with the same force and effect as if Lender or such other purchaser were the lessor under such Lease, and Tenant does hereby agree to attorn to Lender or such other purchaser as its lessor, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement, immediately upon Lender or such other purchaser succeeding to the interest of Lessor under the Lease.

b. Subject to the observance and performance by Tenant of all the terms, covenants and conditions of the Lease on the part of the Tenant to be observed and performed, Lender, or such other purchaser shall recognize the leasehold estate of Tenant under all of the terms, covenants and conditions of the Lease for the remaining balance of the term (as the same may be extended in accordance with the provisions of the Lease) with the same force and effect as if Lender or such other purchaser were the lessor under the Lease and the Lease shall remain in full force and effect and shall not be terminated, except in accordance with the terms of the Lease or this Agreement; provided, however, that Lender or such other purchaser shall not be (i) liable for any act or omission of Lessor or any other prior lessor, (ii) obligated to cure any defaults of Lessor or any other prior lessor under the Lease which occurred prior to the time that Lender or such other purchaser succeeded to the interest of Lessor or any other prior lessor under the Lease, (iii) subject to any offsets or defenses which Tenant may be entitled to assert against Lessor or any other prior lessor, (iv) bound by any payment of rent or additional rent by Tenant to Lessor or any other prior lessor for more than one (1) month in advance, (v) bound by any amendment or modification of the Lease made without the written consent of Lender or such other purchaser.

c. Tenant hereby agrees that it will not exercise any right granted it under the Lease, or which it might otherwise have under applicable law, to terminate the Lease on account of a default of Lessor thereunder or the occurrence of any other event without first giving to Lender prior written notice of its intent to terminate, which notice shall include a statement of the default or event on which such intent to terminate is based. Thereafter, Tenant shall not take any action to terminate the Lease if Lender cures any default under the terms set forth in the Lease.

3. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.

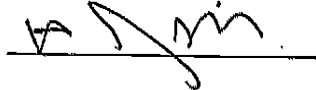
4. This Agreement shall insure to the benefit and be binding upon the parties hereto and their successors and assigns.

5. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument.

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TENANT:

ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE MEDICAL GROUP, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: 

Name: H. James Slinkman

Title: Senior Vice President, Associate General Counsel

LESSOR:

NORTH NARRAGANSETT, LLC

By: Combined-Austin, L.L.C., Manager of North Narragansett LLC

By: Old Second National Bank, Manager of Combined-Austin, L.L.C.

By: _____

Title: _____

LENDER:

FIRST SECURITY TRUST AND SAVINGS BANK

By: _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

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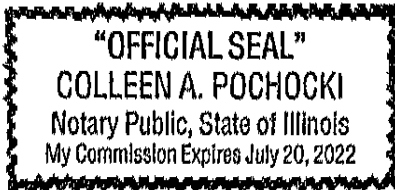
STATE OF ILLINOIS)

) SS.

COUNTY OF DUPAGE)

I, Colleen Pochocki, a Notary Public in and for said County in the State aforesaid, DO **HEREBY CERTIFY THAT** **James Slinkman, Senior Vice President, Associate General Counsel of Advocate Health and Hospitals Corporation**, who is 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 that he signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this 16th day of April, 2019.



Colleen Pochocki

 Notary Public

My commission expires: 7/20/22

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TENANT:

ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE MEDICAL GROUP, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____

Name: H. James Slinkman

Title: Senior Vice President, Associate General Counsel

LESSOR:

NORTH NARRAGANSETT, LLC

By: Combined-Austin, L.L.C., Manager of North Narragansett LLC

By: Old Second National Bank, Manager of Combined-Austin, L.L.C.

By: _____

Title: CEO - EVP

LENDER:

FIRST SECURITY TRUST AND SAVINGS BANK

By: _____

Name: Christopher M. Jordan

Title: Sr Vice President

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NOTARY ACKNOWLEDGMENT PAGE

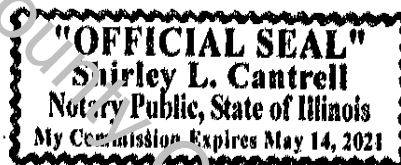
STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

I, Shirley Cantrell a Notary Public in and for said County in the State aforesaid, DO
**HEREBY CERTIFY THAT Brad Adams, the EVP/CFO of Old Second National Bank,
 Manager of Combined-Austin, L.L.C., Manager of North Narragansett, LLC,** who is
 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 that he signed and
 delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this 16th day of April, 2019.

Shirley Cantrell
 Notary Public

My commission expires: _____



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EXHIBIT "A"

PARCEL 1: LOTS 8 AND 9 IN BLOCK 44 IN GALES SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 13, 14, 15, 16, 17 AND 18 IN ARTHUR DUNAS 2ND ADDITION TO GOLF LINKS SUBDIVISION, BEING A SUBDIVISION OF LOTS 12 TO 21 INCLUSIVE IN BLOCK 44 IN GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL LOCATED IN THE CITY OF CHICAGO IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PARCEL 3: LOTS 10 AND 11 IN BLOCK 44 IN GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6400-6432 WEST NORTH AVENUE, CHICAGO, IL 60653;

PIN NO. 13-31-424-028, 13-31-424-029 AND 13-31-424-038.

PARCEL 4: **DELETED**

Property address: 6400-6432 West North Avenue, Chicago, IL 60653
Tax Number: 13-31-424-028-0000

Property address: 6400-6432 West North Avenue, Chicago, IL 60653
Tax Number: 13-31-424-029-0000

Property address: 6400-6432 West North Avenue, Chicago, IL 60653
Tax Number: 13-31-424-038-0000