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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/22/2023 12:34 PM PG: 1 OF 12

PREPARED BY, AND UPON )  
RECORDATION, RETURN TO: )

Fox, Swibel, Levin & Carroll LLP )  
200 West Madison Street, Suite 3000 )  
Chicago, IL 60606 )  
Attn: Tom Buranosky, Esq. )

Space above for Recorder's Use

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (the "Agreement") is made as of the 15<sup>th</sup> day of February, 2023 among Northwest Community Hospital, an Illinois not-for-profit corporation (the "Tenant"), Lake Forest Bank & Trust Company, N.A., a national banking association and a subsidiary of Wintrust Financial Corporation (the "Lender"), and HPIV Chicago, LLC, a Delaware limited liability company (the "Landlord")

### RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property described on Exhibit A (the "Property") under and pursuant to the provisions of a certain lease dated January of 2017 between Landlord, as landlord and Tenant, as tenant (as was amended and as the same may be further amended from time to time in accordance with the terms of this Agreement, the "Lease");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") in favor of Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

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## AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1 Subordination. The Lease, and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to the Property are and shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

2 Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument, that Tenant's possession of the premises as described in the Lease and rights under the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3 Attornment. Tenant agrees to attorn to, accept and recognize any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4 No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver or any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any prior landlord; provided, however, that any acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property and for any defaults which are of an ongoing nature (such as maintenance and repair obligations); or

(b) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord except to the extent the Lease expressly grants Tenant a right to offset or abate the applicable amount which right, subject to Section 6 below, Tenant shall be entitled to exercise as and when provided under the terms of the Lease; or

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(c) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance of the date due to any prior landlord (unless the same has been delivered by Landlord to Lender, receiver or the Acquiring Party); or

(d) liable for any security deposit, escrows or any other monies held by Landlord unless the same has been delivered by Landlord to Lender, the receiver or the Acquiring Party; or

(e) bound by any amendment or modification of the Lease that would reduce or shorten any economic obligations of Tenant under the Lease in any material respect or materially impair Landlord's rights under the Lease made without Lender's prior written consent (which shall not be unreasonably withheld, conditioned or delayed and which consent shall only be required if required under the Security Instrument), other than those amendments or modifications made in connection with Tenant's exercise of rights, options or elections contained in the Lease including, without limitation, the exercise of extension options, early termination, contraction and expansion rights, and rights of first offer with respect to leasing additional space; or

(f) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property and the proceeds therefrom.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5 Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand (without any duty of inquiry as to whether a default actually exists and notwithstanding any contrary demands of Landlord) and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments and further agrees that any sums paid to Lender shall be in satisfaction of Tenant's obligations under the Lease.

6 Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or to seek or assert any set-off or counterclaim against the rent or additional rent due under the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective and Tenant shall not seek or assert any set-off or counterclaim against the rent or additional rent due under the Lease unless Lender shall have received notice of default giving rise to such cancellation, set-off or counterclaim and shall have failed within thirty (30) days for any monetary default, or within sixty (60) days for any non-monetary default, after receipt of

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such notice to cure such default, or if such default is a non-monetary default and cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

7 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at the following addresses:

if to Tenant, to: Northwest Community Hospital  
800 W. Central Road  
Arlington Heights, IL 60005  
Attention: President

with a copy to:

Colliers International  
1000 Central Street, Suite 105  
Evanston, Illinois 60201  
Attention: Property Manager

if to Lender, to: Lake Forest Bank & Trust Company, N.A., a subsidiary of  
Wintrust Financial Corporation  
North Bank Lane  
Lake Forest, IL 60045  
Attention: Chris Baker

With a copy to:

Fox, Swibel, Levin & Carroll, LLP  
West Madison Street, Suite 3000  
Chicago, IL 60606  
Attention: Tom Buranosky

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Chicago, Illinois.

8 Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

9 Miscellaneous. This Agreement shall not be modified or amended except in writing signed by all parties hereto. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the context requires.

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10 Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.


**[Execution and Notary Pages Follow]**

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.


TENANT: Northwest Community Hospital, an Illinois not-for-profit corporation

By:   
Name: Michael Hartke  
Its: President

LANDLORD: HPIV Chicago, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Todd W. Kibler  
Its: Authorized Representative

LENDER: Lake Forest Bank & Trust Company, N.A., a national banking association and a subsidiary of Wintrust Financial Corporation

By:   
Name: BRAD BLEMEN  
Its: EJR

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

TENANT:

Northwest Community Hospital, an Illinois not-for-profit corporation

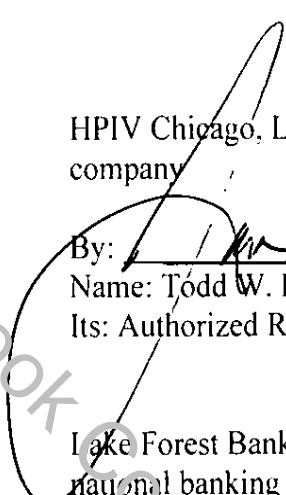
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

LANDLORD:

HPIV Chicago, LLC, a Delaware limited liability company

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

Name: Todd W. Kibler

Its: Authorized Representative

LENDER:

Lake Forest Bank & Trust Company, N.A., a national banking association and a subsidiary of Wintrust Financial Corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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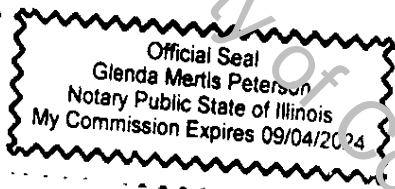
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## TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, Glenda Mertis Peterson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael Hartke, the President of Northwest Community Hospital personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and Notarial seal this 12<sup>th</sup> day of January, 2023.



*Glenda Mertis Peterson*

Notary Public

My Commission Expires: 9/4/2024

## LANDLORD ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Todd W. Kibler, the Authorized Representative of HPIV CHICAGO, LLC, a Delaware limited liability company, 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 and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



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## TENANT ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ for said uses and purposes.

GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

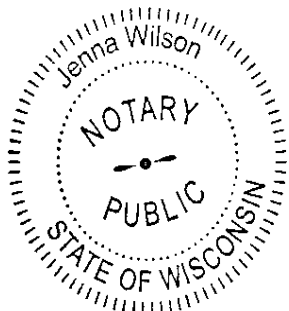
My Commission Expires:  
\_\_\_\_\_

## LANDLORD ACKNOWLEDGEMENT

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Milwaukee )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Todd W. Kibler, the Authorized Representative of HPIV CHICAGO, LLC, a Delaware limited liability company, 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 and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of February, 2023.



Jenna Wilson  
Notary Public

My Commission Expires: 9/16/2024



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL 1:

LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 11, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1989 AS DOCUMENT 89160156 IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1988 AS DOCUMENT 88504177 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 33 DEGREES, 37 MINUTES, 21 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 75.68 FEET TO AN INTERSECTION WITH A LINE 25 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH A SOUTH LINE OF SAID LOT 2, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33 DEGREES, 37 MINUTES, 21 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 29.99 FEET TO A SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES, 53 MINUTES, 54 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 2, 130.25 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES, 23 MINUTES, 54 SECONDS EAST ALONG AN EAST LINE OF SAID LOT 2, 25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 54 SECONDS WEST, 46.22 FEET TO THE EAST LINE OF THE EASEMENT FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES IN SAID LOT 2; THENCE NORTH 00 DEGREES, 06 MINUTES, 06 SECONDS EAST ALONG SAID LAST DESCRIBED EAST LINE, 50 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 54 SECONDS EAST, 55.54 FEET; THENCE NORTH 00 DEGREES, 06 MINUTES, 06 SECONDS, EAST 7.50 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 54 SECONDS EAST, 97 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 06 SECONDS WEST, 7.50 FEET TO AN INTERSECTION WITH A LINE 25 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH A SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 53 MINUTES, 54 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE 40.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID, TAKEN AS A SINGLE TRACT, FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES, AS CREATED BY THE BUFFALO GROVE BUSINESS PARK UNIT 9 PLAT RECORDED AS DOCUMENT NO. 88504177, AND AS CREATED IN THAT PORTION OF THE INSTRUMENT RECORDED AS DOCUMENT 89576281, ENTITLED "BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT", OVER AND UPON THAT PART OF LOT 2 OF SAID PLAT, SHOWN WITHIN THE DOTTED LINES AND MARKED "EASEMENT NO. 4", AND AS CREATED BY THE BUFFALO GROVE BUSINESS PARK UNIT 10 PLAT RECORDED AS DOCUMENT 88504178, OVER AND UPON THAT PART OF LOT 1 OF SAID PLAT, SHOWN WITHIN THE DASHED LINES AND MARKED "EASEMENT NO. 2" (EXCEPTING THAT PART THEREOF FALLING IN PARCEL 2 AFORESAID), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AS CREATED BY CROSS EASEMENT AGREEMENT FOR PARKING DATED OCTOBER 7, 2010 AND RECORDED NOVEMBER 10, 2010 AS DOCUMENT 1031456047 AND FIRST AMENDMENT TO CROSS EASEMENT AGREEMENT FOR PARKING DATED MAY 8, 2018 AND RECORDED MAY 9, 2018 AS DOCUMENT 1812901192 FOR THE PURPOSES OF TEMPORARY PARKING OF MOTOR VEHICLES OF PERMITTED USERS AND PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, AND ACROSS THE PROPERTY AS STATES AND MORE PARTICULARLY DESCRIBED THEREIN.

PIN(s): 03052000110000 and 03052000120000

Common Address(es): 600 West Lake Cook Road, Buffalo Grove, IL