

# UNOFFICIAL COPY

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86348147

## PREMISES OWNER'S AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ~~30th~~ day of December, 1985, by the undersigned (the "Premises Owner") in favor of FIRST WISCONSIN LEASING CORPORATION, a Wisconsin corporation (the "Equipment Owner") and CITICORP INDUSTRIAL CREDIT, INC. (the "Equipment Pledgee"; the Equipment Owner and the Equipment Pledgee are hereinafter sometimes collectively called the "Beneficiaries");

### W I T N E S S E T H:

WHEREAS, Premises Owner is the owner of improved real property located at 11800 Southwest Highway, Palos Heights, Cook County, Illinois, being more particularly described as Lots 3, 4 and 5 in Eincoders Southwest Highway Subdivision, being a subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 24, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois (the "Premises"); and

WHEREAS, it is the understanding and belief of the Beneficiaries that High Technology, Inc., an Illinois corporation (the "Lessee") is a lessee or sub-lessee of the Premises and has placed on the Premises or from time to time hereafter may place on the Premises certain equipment, including, but not limited to, the equipment described on Exhibit "A" attached hereto and by reference made part hereof (all of such equipment, including, but not limited to, the equipment specified in Exhibit "A" hereto, is hereinafter called the "Equipment"); and

WHEREAS, Equipment Owner is the owner of such Equipment and Equipment Pledgee has been granted a security interest in such Equipment by Equipment Owner; and

WHEREAS, Lessee has requested that Premises Owner execute this Agreement in favor of Beneficiaries, and Premises Owner has agreed to do so with the understanding that Beneficiaries will rely hereon in undertaking certain transactions between and among themselves and Lessee;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Premises Owner agrees as follows:

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1. The right, title and interest, legal and equitable, of each Beneficiary in and to the Equipment shall be superior to any right, claim or interest which the Premises Owner now or hereafter may have therein, and Premises Owner will not assert against any of the Equipment any right, claim or interest, including, without limitation, rights of levy or distraint for rent, all of which it hereby postpones in favor of Beneficiaries for the term of this Agreement.

2. The Equipment shall remain personal property notwithstanding the manner of its installation in the Premises.

3. Either Beneficiary may enter onto the Premises in order to remove any Equipment therefrom, so long as such Beneficiary repairs any damage to the Premises caused by such removal.

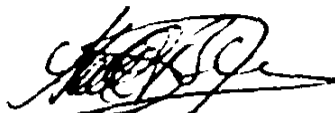
4. This Agreement shall remain in full force and effect so long as Lessee is a lessee or sub-lessee of the Premises or has any Equipment thereon unless and until the Premises Owner receives written notice from each of the Beneficiaries that their respective interests in the Equipment have been terminated.

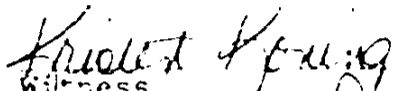
5. The provisions of this Agreement may not be modified or terminated orally, and shall be binding upon the successors, assigns and personal representatives of Premises Owner, and upon any successor owner or transferee of the Premises, and shall inure to the benefit of the successors and assigns of each Beneficiary.

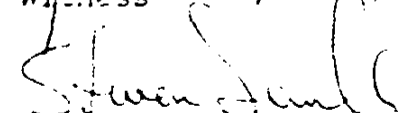
IN WITNESS WHEREOF, Premises Owner has set its hand as of the date first above written.

"PREMISES OWNER"

HTA, LTD.

By:   
Authorized Representative

  
Witness

  
Witness

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## OFFICIAL ACKNOWLEDGMENT

State of Illinois

County of Cook

I hereby certify that William E. [unclear], personally known to me to be the [unclear] of HTA, LTD., and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed and delivered the afore-said instrument as such representative of HTA, LTD. pursuant to authority vested in him by HTA, LTD. as his free and voluntary act, and as the free and voluntary act and deed of HTA, LTD., for the uses and purposes set forth therein.

Given under my hand and seal as of the 30th day of December, 1985.

[Signature]  
Notary Public

My Commission Expires:

[unclear]

{NOTARY SEAL}

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EXHIBIT A 86318147

QTY	DESCRIPTION	VENDOR
1	Water Dosimetry System	CMS
1	Telephone System	Contel
2	Defibrillator Monitors	Honeywell
1	Simultrace Recorder - 12 ch	Honeywell
1	Cardiac Output Computer	Honeywell
1	Constacare Stretcher	Stryker
1	Model 12 Microlyzer	Quintron
1	Endoscopes (6), Camera & Cart	Olympus
1	ECG Monitor/Recorder	Spacelabs
1	Diagnostic Motility System	Sandhill
1	YAG Laser Coagulator System	Cooper
1	Electrosurgical Generator	Valley Lab
1	Compustress 2200 & Treadmill	Medtronic
1	Treatment Planning Station	CMS
1	Oscilloscope	Tektronix
1	Nikon Invert Phase Microscope	Fryer
1	Nikon Teaching Microscope	Fryer
1	Nikon Photo System	Fryer
1	Nikon Brightfield Microscope	Fryer
1	Nikon Clinical Microscope	Fryer
1	Nikon Fluorescence Microscope	Fryer
2	Zeiss Planapochromat Objectives	Sberhardt
1	A-V Pulse Generator	Medtronic
1	Programmable Stimulator	Medtronic
5	Arrhythmia Monitors	Medtronic
10	Transmitters	Medtronic
1	Telerace A-V Receiver	Medtronic
4	Telemetry Systems	Transkinetic
2	Electrocardiograph-3 channel	Marquette
1	Holter System & Recorders (5)	Midwest
26	Curtis Cassettes/Screens	Agva Gevaert
1	Tennessee Copier	Agva Gevaert
2	Alphatek Processors	Agva Gevaert
1	Ultramark 4 Ultrasound System	Advanced Tech
1	Survey Monitoring Equipment	Jewel Assoc.
1	CRC-7 Dosecalibrator	Jewel Assoc.
1	Table Top Shield with Bricks	Jewel Assoc.
1	Dual Photon Bone Scanner	G.R.Medical
3	Stretcher Beds	Healthcare
1	Jeter E-Z Roller Model 7222MA	OSI
4	Patient Monitors	Datascope
2	Incubators	American Sci
1	Balance	American Sci
2	Centrifuge	American Sci
1	P.H. Meter w/Scale	American Sci
2	Slide Cabinets	American Sci
	Furniture	Facility Sys
	Therapy Equipment-Chattek	P.T.Services
	Therapy Equipment-Chattanooga	P.T.Services
	Therapy Equipment-Nat'l Med	P.T.Services

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QTY	DESCRIPTION	VENDOR
	Therapy Equipment-Nu Med	P.T.Services
1	Rowing Machine	P.T.Services
1	Bodyguard Ergometer	P.T.Services
1	Air Dyne Schwinn	P.T.Services
1	Copier 1040	Xerox
1	Word Processing System	Xerox
1	Monarch Rehab Trainer	P.T.Services
	Furniture - Steelcase	Business Int
1	Bio Tek EL309 w/printer	Key Scientific
2	Dataclot 2	Helena Lab
1	Whole Blood Dual Aggregometer	Chrono-Log
2	Dual Channel Recorders	Chrono-Log
	Herman Miller & Cart-All Carts	Facility Sys
1	Mail Machine w/ Scale	Pitney Bowes
2	RAD-X Miniviewers 4000	ABEX/XRAY
1	DPI Board 100	Modern Business
1	Digital Vascular Imaging Sys	Philips
1	Linear Accelerator	Philips
1	R/F Room	Philips
1	Lab Freezer	Jewette
1	Arthroscopy	Zimmer
1	Horizon System	Sensormed
1	EMX Mobile Unit	Philips
1	Dictation System	Lanier
1	General Photo Equipment	Helix
1	Blood Gas Analyzer	Corning
1	Oximeter	Ohmeda
3	6010 Typewriters	Xerox
1	Bidirectional Doppler	Parks Medical
1	BFPI0 Bronchoscope	Olympus
	Furniture	Facility System
	Furniture	Business Int
1	ECG Unit	Marquette
1	Magnetic Resonance Imaging System	Philips
1	Exposure Meter	Capintec
1	Mammography System	Xerox
1	Dictation System	Lanier
1	Microfilm System	Bell & Howell
1	Gamma Camera	Technicare

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RETURN TO:

Judy J. Roland  
Hansell & Post  
56 Perimeter Center East, N.E.  
Atlanta, Georgia 30345