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## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into this 6<sup>th</sup> day of March, 1992 among David S. Hemmer, M.D.S.C., an Illinois service corporation ("Tenant"), LaSalle National Trust, N.A., as Trustee under Trust Agreement dated February 20, 1992, and known as Trust No. 116870 ("Borrower") and THE PHILIPSBORN COMPANY, a Delaware corporation, as lender (hereinafter referred to, together with its successors and assigns, as "Lender").

### Introductory Statements

Under that certain lease dated as of November 26, 1981, with any amendments, modifications, renewals or extensions thereof, whether now or hereafter existing, (the "Lease"), Borrower demised to Tenant the premises described in the Lease (the "Leased Premises") and located on the real estate legally described in Exhibit A attached hereto and made a part hereof. Such real estate and the improvements located thereon are herein referred to as the "Premises".

Lender has loaned Borrower \$850,000 (the "Loan"), which is evidenced by that certain Promissory Note dated March 3, 1992 (the "Note"), executed by Borrower in favor of Lender, and secured, in part, by that certain Mortgage and Security Agreement dated as of the date of the Note (the "Mortgage") entitling Lender to certain rights regarding all or part of the Premises. All of the rights, titles and interests of Lender with respect to the Premises, whether under the Mortgage or any other instrument are collectively referred to herein as "Lien Rights".

Lender, Borrower and Tenant desire to enter into this Agreement in connection with the Loan.

### Agreement

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Subject to the terms and provisions hereinafter set forth, Tenant hereby agrees that all Tenant's right, title and interest in and under the Lease are and shall at all times continue to be subject and subordinate to the Lien Rights of Lender, including renewals, modifications, consolidations, replacements and extensions of such Lien Rights, in the same manner and to the same extent as if the Lease were executed subsequent to the execution, delivery and recording of the Mortgage and the creation of the Lien Rights.

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2. Tenant hereby warrants and represents to Lender that there has been no assignment of Tenant's rights or interests under the Lease to any party.

3. Lender and Tenant agree that, notwithstanding any action by Lender in foreclosing on the Premises or any portion thereof or receiving a conveyance of the Premises or any portion thereof in lieu of foreclosure or otherwise, or exercise by Lender of any one or more of its Lien Rights with respect to the Premises or any portion thereof, Tenant shall nevertheless continue to be bound under and in accordance with all of the terms and provisions of the Lease, and shall also be permitted to remain in possession of the Leased Premises and exercise all of its rights under the Lease so long as the Lease is not terminated or Tenant's right to possession of the Leased Premises is not terminated in accordance with the Lease on account of any default of Tenant under the Lease that remains uncured after the required notice(s) and cure period(s) provided under the Lease.

4. (a) If Lender forecloses on the Premises, Tenant shall be bound and obligated, and agrees to recognize and attorn, to the purchaser at such foreclosure as "landlord" or "lessor" under the Lease, and such purchaser shall succeed to the rights and obligations of Borrower under the Lease.

(b) Likewise, if Lender receives a conveyance of the Premises in lieu of foreclosure or otherwise, Tenant shall be bound and obligated, and agrees to recognize and attorn, to Lender as landlord or lessor under the Lease, and Lender shall succeed to the rights and obligations of Borrower under the Lease.

(c) Upon the occurrence of events described in paragraphs (a) and (b) above, all rights and obligations of Tenant under the Lease shall continue in full force and effect and be enforceable against Tenant by Lender or such purchaser, as the case may be, with the same force and effect as if the Lease had been originally made and entered into directly by and between Lender or such purchaser, as landlord or lessor thereunder, and Tenant.

(d) Once Lender has succeeded to the rights of Borrower under the Lease, Lender shall not be bound to credit Tenant for any monthly minimum rent that Tenant might have paid for more than the then current month and the next succeeding month to any prior landlord or lessor (including the undersigned Borrower).

(e) Nothing herein contained shall impose any

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obligation upon Lender to perform any of the obligations of Borrower under the Lease unless and until Lender shall become an owner or mortgagee in possession of the Premises, and, further, Lender shall have no personal liability to Tenant beyond Lender's interest in the Premises of which the Leased Premises form a part. In no event shall the Lender be liable for any act or omission of any prior lessor or landlord, and Tenant shall have no right of setoff for any prior acts of such landlord or lessor.

(f) After Lender shall have conveyed the Premises and ceased to collect rent from Tenant, Lender shall not be liable for any unperformed covenant, duty or obligations of lessor or landlord thereafter accruing, but Lender shall not thereby be discharged from any unperformed covenant, duty or obligation of lessor or landlord that accrued during the period when Lender held (or was deemed to have held) the position of lessor or landlord.

5. Nothing in this Agreement shall in any way impair or affect the Lien created by the Mortgage or the other Lien Rights.

6. Tenant acknowledges and agrees that the Lease has been assigned to Lender by Borrower as security for its obligations under, and secured by, the Mortgage. Tenant agrees that, upon receipt of notice from Lender that a default exists under the Mortgage, or any instrument or document collateral thereto, Tenant shall make all rental and other payments required pursuant to the Lease, as directed by written instruction from Lender. Tenant may make payments to Lender directly in the event of such a default, for which written notice has been delivered to Tenant, and thereby be properly credited with an offset and credit for such payments as against the rental payments then due under the Lease.

Borrower acknowledges and agrees that Lender shall be entitled to collect and receive rents pursuant to the Lease as provided herein, and Tenant is authorized and hereby directed to make all such payments of rent to Lender upon receipt of the notice of default provided for herein, or as otherwise directed by Lender, and Tenant shall be under no duty or obligation to make further inquiry until authorized and directed in writing by Lender and Borrower.

7. Any terms or conditions of the Lease notwithstanding, Tenant agrees:

(a) It shall not prepay any monthly installments of rent to the Borrower more than one month in advance of its due date; and

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(b) It will not make any addition, improvement or change in or to the Premises or any structure or improvement thereon or subject to the Mortgage, except as provided in the Lease, nor shall it make any addition, alteration, improvement, change or demolition that requires Borrower's prior written consent unless and until it also receives the prior written consent of Lender, which consent shall not be unreasonably withheld, nor shall it further modify or amend the Lease without the prior written consent of Lender, such consent not to be unreasonably withheld.

8. Tenant shall not enter into or agree to any amendment or modification to the Lease with the Borrower without the prior written consent of Lender, such consent not to be unreasonably withheld. Tenant shall not voluntarily subordinate or subject the Lease or any interest therein to any lien or encumbrance without the prior written consent of Lender.

9. This Agreement may be modified, changed or amended only in writing signed by all of the parties hereto or their respective successors in interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of any person or entity acquiring rights to the Premises by virtue of the Mortgage and the successors and permitted assigns of the parties thereto.

10. Tenant shall notify Lender of any dispute between Borrower and Tenant, relating to the Lease, that is not settled or disposed of by agreement of Tenant and Borrower.

11. The terms and provisions of this Agreement among the parties shall terminate upon the release and discharge of the Mortgage.

12. Any obligation of, or claim against, Lender arising in connection with this Agreement is payable only out of the Premises and the proceeds and avails thereof. No personal liability shall be asserted or be enforceable against Lender, because or in respect of this Agreement, all such liability, if any, being expressly waived by the parties hereto, and, any successor to any of the parties hereto, by succeeding such party, is deemed to have waived the same.

13. All notices hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid,

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addressed to the following addresses:

If to Tenant: David S. Hemmer, M.D.S.C.  
1015 Summit Avenue  
Elgin, Illinois 60120

If to Lender: The Philipsborn Company  
222 S. Riverside Drive  
Chicago, Illinois 60606

If to Borrower: LASALLE NATIONAL TRUST, N.A.  
Trust No. 116870  
c/o David S. Hemmer, M.D.S.C.  
1015 Summit Avenue  
Elgin, Illinois 60120

Tenant, Lender or Borrower may at any time change its address for such notices by delivering to the other, as aforesaid, a notice of such change.

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

TENANT:  
DAVID S. HEMMER, M.D.S.C.

ATTEST:

By [Signature]  
President

[Signature]  
Secretary

BORROWER:  
LaSalle National Trust, N.A., as  
Trustee as aforesaid

ATTEST:

By [Signature]

Title \_\_\_\_\_ Title \_\_\_\_\_

LENDER:

THE PHILIPSBORN COMPANY

ATTEST:

By [Signature] By [Signature]  
Secretary Vice President

Title \_\_\_\_\_

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This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are based on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Property Clerk's Office

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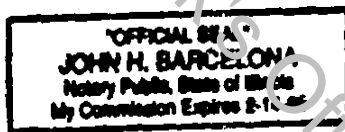
STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK     )

I, JOHN H. BARCELONA, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY DAVID S. HEMMER, President of David S. Hemmer, M.D.S.C., an Illinois service corporation, and AULI HEMMER, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such        President and        Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said        Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to 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 16<sup>th</sup> day of March, 1992.

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

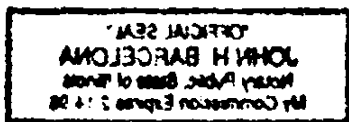
My Commission Expires:  
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Property of Cook County Clerk's Office









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## EXHIBIT A LEGAL DESCRIPTION

That part of the South 1/2 of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the North East corner of Lord's Park, being also the North West corner of the East 1/2 of the North West 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian; thence North 88 degrees 38 minutes East 916.73 feet for the place of beginning; thence North 02 degrees 45 minutes East 517.88 feet to the Southerly right of way of State Route 58; thence South 88 degrees 49 minutes East along said right of way line, 190.0 feet; thence South 02 degrees 45 minutes West 510.41 feet to the North line of Parkwood, Unit No. 1 according to the plat recorded as Document 21330815; thence South 88 degrees 38 minutes West along said North line 190.39 feet to the place of beginning in Cook County, Illinois.

Commonly known as: 1015 Summit Drive  
Elgin, Illinois

Permanent Tax No.: 02-07-302-028

THIS INSTRUMENT PREPARED BY

E. I. ROTHSCHILD  
Xerox Centre - Suite 3900  
55 West Monroe Street  
Chicago, IL 60603

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