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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Dated: July 22, 1997 (8/1/97)

TENANT:

Cl. Sarrafi, M.D.  
1400 Golf Road  
Suites 221 and 225  
Des Plaines, Illinois 60016

MORTGAGEE:

American National Bank and Trust Company  
of Chicago  
33 N. LaSalle Street  
Chicago, Illinois 60690

MORTGAGED PROPERTY:

Common address: 1400 Golf Road, Des Plaines, Illinois 60016

P.I.N. No:

09-08-400-017

Prepared by:

Creighton R. Meland, Jr.  
Dickinson, Wright, Moon, Van Dusen &  
Freeman  
225 West Washington Street, Suite 400  
Chicago, Illinois 60606  
(312) 220-0300

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated this 30 day of July, 1997, by and between American National Bank and Trust Company of Chicago, a national banking corporation, whose address is 33 North LaSalle Street, Chicago, Illinois 60690, (herein called the "Mortgagee"), and G. Sarrafi, M.D., having an address of 1400 Golf Road, Suites 221 and 225, Des Plaines, Illinois 60016 (herein called the "Tenant").

### WITNESSETH

WHEREAS, the Mortgagee is the holder of a Construction Loan Note dated July 30, 1997, in the original principal amount of Ten Million Three Hundred Ten Thousand Dollars (\$10,310,000) (as amended, modified, extended, replaced or supplemented, the "Note") payable by Holy Family Medical Center (herein collectively called the "Borrower"), to the order of the Mortgagee, which Note was issued pursuant to a Construction Loan Agreement dated as of July 30, 1997 and is secured without limitation by a Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (herein called the "Mortgage") from the Borrower to the Mortgagee dated July 30, 1997, encumbering property located in the City of Des Plaines, Cook County, Illinois and more specifically described on attached Exhibit A (the "Mortgaged Premises");

WHEREAS, Borrower, as lessor, and the Tenant, as lessee, entered into a lease of a portion of the Mortgaged Premises dated August 1, 1994 (said lease being herein called the "Lease").

NOW, THEREFORE, the parties agree as follows:

1. The Lease and any other lease of Tenant affecting the Mortgaged Premises shall at all times be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modification, extensions, substitutions, replacements and/or consolidations of the Mortgage and to any future mortgage or mortgages affecting the Mortgaged Premises held by the Mortgagee.

2. The Tenant agrees to give prompt written notice to the Mortgagee of any default by the Borrower or any successor in interest to the Borrower (as landlord) in the performance of the landlord's obligations under the Lease or any other lease with Tenant of the Mortgaged Premises if such default is of such a nature as to give the Tenant a right to terminate the Lease or any other lease of the Mortgaged Premises, reduce the rent payable thereunder or to credit or offset any amounts against future rents payable thereunder, and to give the Mortgagee the opportunity to cure such default as provided in the Lease or in any other lease of the Mortgaged Premises. It is further agreed that such notice and opportunity to cure will be given to any successor holder of the Mortgage, provided that prior to any such default by the Borrower such successor in interest shall have given written notice to the



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circumstance which would give rise to such right of setoff, and (f) that the space and all tenant improvements required to be furnished by the Borrower according to the terms of the Lease or any other lease of the Mortgaged Premises have been fully completed and that the Borrower has otherwise fulfilled all of its duties under the Lease and any other lease of the Mortgaged Premises.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest. This Agreement shall be governed by the internal laws of the State of Illinois without regard to conflicts of laws principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By: *[Signature]*  
Its: *V.P.*

G. SARRAFI, M.D.

By: *[Signature]*

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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929, AS DOCUMENT 10294766, WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 (THE WEST LINE OF SAID SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF GOLF ROAD, 1024.48 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 04 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 51.87 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST, 118.79 FEET, THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS WEST, 38.14 FEET TO A POINT ON THE SOUTHEASTERLY FACE OF BRICK BUILDING; THENCE NORTH 44 DEGREES 55 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY FACE OF SAID BRICK BUILDING, 8.99 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 13.22 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, 37.28 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 18.82 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 173.10 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 95.85 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 117.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 74.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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