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Cook County Recorder

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REC NA 20677 JK

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Dated: July 31, 1997 (8/2/97)

TENANT:

Northwest Eye Clinic, Leonard George
Bendikas, M.D. and Joseph E. Paxhia, M.D.
1400 Golf Road
Suite 212
Des Plaines, Illinois 60016
MORTGAGED PROPERTY:

MORTGAGEE:

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

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

When recorded, please return to:

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Chicago, Illinois 60606
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated this ____ 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 Northwest Eye Clinic, Leonard George Bendikas, M.D. and Joseph E. Paxhia, M.D., having an address of 1400 Golf Road, Suite 212, 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 December 3, 1996 (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

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such default by the Borrower such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein and designated the address to which such notice is to be directed.

3. If the interests of the Borrower under the Lease or in any other lease by Tenant of the Mortgaged Premises shall be transferred by reason of foreclosure, deed in lieu of foreclosure or other proceedings for enforcement of the Mortgage, the Tenant shall be bound to the person acquiring the interest of the Borrower as a result of any such action or proceeding, its successor and assigns (herein called the "Purchaser"), under all of the terms, covenants and conditions of the Lease or in any other lease of the Mortgaged Premises for the balance of the term thereof remaining and any extensions or renewals thereof, with the same force and effect as if the Purchaser were the landlord under the Lease or in any other lease of the Mortgaged Premises, and the Tenant does hereby attorn to the Purchaser, including the Mortgagee if it be the Purchaser, as its landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the landlord under the Lease or in any other lease of the Mortgaged Premises. The Purchaser shall not be (a) liable for any act or omission of any prior landlord, or (b) subject to any offsets or defenses which the Tenant might have against any prior landlord, or (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord, or (d) bound by any amendment or modification of the Lease or any other lease of the Mortgaged Premises made without the Mortgagee's prior written consent.

4. Notwithstanding paragraph 1 hereof, the Lease shall not be terminated nor shall the Tenant's use, possession or enjoyment of the Mortgaged Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other matter, in any foreclosure or any action or proceeding instituted under in connection with the Mortgage or in case any Mortgagee takes possession of the Mortgaged Premises pursuant to any provisions of the Mortgage, unless the landlord would have had such right if the Mortgage had not been made. Nothing set forth herein shall affect the landlord's (including the Mortgagee if it obtains possession or the Purchaser) rights and remedies, including the right to terminate the Lease upon default of the Tenant.

5. The Tenant hereby represents, warrants and covenants with the Mortgagee that (a) the Lease represents the entire agreement between the parties as to the leased premises and the Lease has not been modified, supplemented, changed, altered or amended in any respect except as hereinabove described, (b) the Tenant has not made, and will not make, any prepayment of rent or any other payment to the Borrower more than thirty (30) days prior to its due date which may be used to reduce or offset rent payable under the Lease or any other lease of the Mortgaged Premises, (c) the Tenant shall not enter into any amendment, modification, termination or supplement to the Lease or any other lease of the Mortgaged Premises without the prior written consent of the Mortgagee, and any such amendment, modification, termination or supplement obtained without such consent shall be void, *ab initio*, (d) the Lease remains in full force and effect and the Tenant has no knowledge of any defaults or potential defaults on the part of the Borrower, as landlord, under the Lease or any other lease of the Mortgaged Premises, (e) the Tenant currently has no right of setoff

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against any obligation for present or future rentals and has no knowledge of any 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: James Z. Loran
Its: Vice President

NORTHWEST EYE CLINIC

LEONARD GEORGE BENDIKAS, M.D.

By: Leonard George Bendikas, M.D.

JOSEPH E. PAXHIA, M.D.

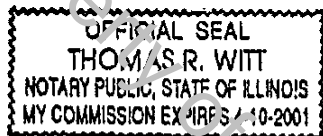
By: Joseph E. Paxhia, M.D.


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[illegible]

The foregoing instrument was acknowledged before me on this 11TH day of ~~August~~ SEPTEMBER, 1997, by JAMES L IMBEAU, the VICE PRESIDENT of American National Bank and Trust Company of Chicago, on behalf of the banking corporation.

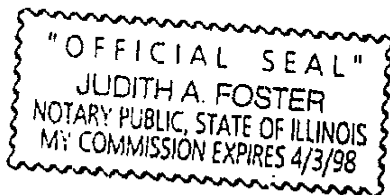




 Notary Public
 Will
 Acting in Cook County
 My Commission Expires: 4/10/01

[illegible]

The foregoing instrument was acknowledged before me on this 2nd day of August, 1997, by Northwest Eye Clinic, Leonard George Bendikas, M.D. and Joseph E. Paxhia, M.D.



Notary Public
Acting in Clark County
My Commission Expires: 4/3/98

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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, 74.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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

P.I.N. Number:

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