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COOK COUNTY RECORDER



This instrument was prepared by
and after recording return to:

Riemer & Braunstein
Three Center Plaza
Boston, Massachusetts 02108
Attn: James H. Corner, Esquire

LEASE SUBORDINATION, NON-DISTURBANCE
OF POSSESSION AND ATTORNMENT AGREEMENT

This agreement ("Lease Subordination, Non-Disturbance of Possession and Attornment Agreement" or "Agreement") is made as of the 28th day of May, 1997, among (i) Fleet National Bank, a national banking association having a place of business at 111 Westminster Street, Suite 800, Providence, Rhode Island 02903, as agent (the "Agent") under a Term Loan Agreement (the "Loan Agreement") of even date among the Borrower (defined below), Fleet National Bank and the other lending institutions which become parties to the Loan Agreement (Fleet National Bank and the other lending institutions which become parties to the Loan Agreement are collectively referred to as the "Lenders" and individually as the "Lender"), (ii) MKDG/BUCK 223 Limited Partnership, a Delaware limited partnership having an address at c/o The John Buck Company, Sears Tower, 233 South Wacker, Suite 550, Chicago, Illinois 60606 (the "Borrower") and LaSalle National Bank, a national banking association, not personally but solely as successor trustee to LaSalle National Trust, N.A. under a certain Trust Agreement dated November 21, 1986, also known as Trust No. 111774 (collectively, "Landlord"), and (iii) America Medical Association ("Tenant").

Introductory Provisions

A. Agent is relying on this Agreement as an inducement to the Agent and the Lenders in making and maintaining a loan ("Loan") secured by, among other things, a Mortgage and Security Agreement

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dated as of May 28, 1997 ("Mortgage") given by Landlord covering property commonly known as and numbered 515 North State Street, Chicago, Cook County, Illinois ("Property"), as further described on Exhibit A attached hereto. Agent is also the "Assignee" under a Collateral Assignment of Leases and Rents ("Assignment") dated as of May 28, 1997, from Landlord with respect to the Property.

B. Tenant is the tenant under that certain lease ("Lease") dated December 9, 1986, as amended (see Schedule I attached hereto for a list of amendments), made with Landlord, covering certain premises ("Premises") at the Property as more particularly described in the Lease and in the "Memo of Lease" which has been recorded as document number 87328687 in the Office of the Recorder of Cook County, Illinois.

C. Agent and the Lenders require, as a condition to the making and maintaining of the Loan, that the Mortgage be and remain superior to the Lease and that its rights under the Assignment be recognized.

D. Tenant requires as a condition to the Lease being subordinate to the Mortgage that its rights under the Lease be recognized.

E. Agent, Landlord, and Tenant desire to confirm their understanding with respect to the Mortgage and the Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Tenant that Agent shall rely hereon in making and maintaining the Loan, Agent, Landlord, and Tenant agree as follows:

1. Subordination. The Lease and the rights of Tenant thereunder are subordinate and inferior to the Mortgage and any amendment, renewal, substitution, extension or replacement thereof and each advance made thereunder as though the Mortgage, and each such amendment, renewal, substitution, extension or replacement were executed and recorded, and the advance made, before the execution of the Lease.
2. Non-Disturbance. So long as Tenant is not in default (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed, (i) Lender shall recognize the Lease, (ii) Tenant's occupancy of the Premises shall not be disturbed by Agent in the exercise of any of its rights under the Mortgage during the term of the Lease, or any extension or renewal thereof made in accordance with the terms of this

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Agreement, and (iii) Agent will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

3. Attornment and Certificates. In the event Agent succeeds to the interest of Landlord as Landlord under the Lease, or if the Property or the Premises are sold pursuant to the Mortgage, Tenant shall attorn to Agent and the Lenders, or a purchaser upon any such foreclosure sale, and shall recognize Agent and the Lenders, or such purchaser, thereafter as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage, or upon request of any such purchaser, (a) any instrument or certificate which, in the reasonable judgment of Tenant and such holder(s), or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, and (b) an instrument or certificate regarding the status of the Lease, consisting of statements, if true (and if not true, specifying in what respect), (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the duration and date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that to the best of the Tenant's knowledge no default, or state of facts, which with the passage of time, or notice, or both, would constitute a default, exists on the part of either party to the Lease, and (vi) the dates on which payments of additional rent, if any, are due under the Lease.
4. Limitations. If Agent exercises any of its rights under the Assignment or the Mortgage solely with respect to the payment of rent under the Lease, or if Agent or any purchaser shall succeed to the interest of Landlord under the Lease in any manner, or acquire the Property, upon or after any foreclosure of the Mortgage, or any deed in lieu thereof, Agent or such purchaser, as the case may be, shall have (to the extent permitted by law) the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants and conditions of the Lease on Tenant's part to be paid, performed or observed that the Landlord had or would have had if Agent or such purchaser had not succeeded to the interest of the present Landlord. From and after any such action as described in the immediately preceding sentence, Agent or such purchaser shall be bound to Tenant under all

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the terms, covenants and conditions of the Lease, and Tenant shall, from and after such action, have the same remedies against Agent, or such purchaser, for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Agent or such purchaser had not succeeded to the interest of Landlord. Provided, however, that Agent or such purchaser shall only be bound during the period of its ownership, and that in the case of the exercise by Agent of its rights under the Mortgage, or the Assignment, or any combination thereof, or a foreclosure, or deed in lieu of foreclosure, all Tenant claims shall be satisfied only out of the interest, if any, of Agent, or such purchaser, in the Property, and Agent and such purchaser shall not be (a) liable for any act or omission of any prior landlord (including the Landlord); or (b) liable for or incur any obligation with respect to the construction of the Property or any improvements of the Premises or the Property; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord); or (d) bound by any rent or additional rent which Tenant might have paid for more than the then current rental period to any prior landlord (including the Landlord); or (e) bound by any amendment or modification of the Lease (except for any amendments or modifications that are specifically contemplated by the Lease, e.g. rights of expansion under Paragraph 30D of the Lease), or any consent to any assignment or sublet (to the extent that the Landlord's consent is required under the Lease to said assignment or sublease), made without Agent's prior written consent; or (f) bound by or responsible for any security deposit not actually received by Agent; or (g) liable for or incur any obligation with respect to any breach of warranties or representations of any nature under the Lease or otherwise including without limitation any warranties or representations respecting use, compliance with zoning, landlord's title, landlord's authority, habitability and/or fitness for any purpose, or possession; or (h) liable for consequential damages. The foregoing shall not, however: (i) relieve Agent or such purchaser, of the obligation to remedy or cure any conditions at the Premises the existence of which constitutes a Landlord default under the Lease and which the Tenant has provided the Agent with a timely copy of any notice of default and the rights to cure such default pursuant to the provisions of Paragraph 19.B of the Lease and which defaults continue uncured or unremedied at the time of such succession or acquisition, or (ii) deprive the Tenant of the right to terminate the Lease for a breach of Landlord covenant which is not cured as provided for herein and in the Lease, or (iii) abrogate any right to offset which Tenant may have under Paragraph 22B of the Lease that exists as of the date that Agent or any purchaser succeeds to the interest of Landlord under the Lease and for which the Tenant has

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provided the Agent with a timely copy of any notice of default and right to cure as provided in Paragraph 19.B. The Agent and the Tenant agree that if the Agent succeeds to the interest of the Landlord under the Lease that the Tenant shall not be liable for consequential damages.

5. Rights Reserved. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of: (a) the Landlord under the Lease, or any subsequent landlord, against the Tenant in the event of any default by Tenant (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed; or (b) the Tenant under the Lease against the original or any prior landlord in the event of any default by the original landlord to pursue claims against such original or prior landlord, whether or not such claim is barred against Agent or a subsequent purchaser.
6. Notice and Right to Cure. Tenant agrees to give Agent a copy of any notice of default and the rights to cure such default pursuant to the provisions of Paragraph 19.B of the Lease.
7. Notices. Any notice or communication required or permitted hereunder shall be in writing, and shall be given or delivered: (i) by United States mail, registered or certified, postage fully prepaid, return receipt requested, or (ii) by recognized courier service or recognized overnight delivery service; and in any event addressed to the party for which it is intended at its address set forth below:

To Lender: Fleet National Bank
111 Westminster Street
Providence, Rhode Island 02903
Attention: Patrick T. Burns,
Vice President

with a copy to: Riemer & Braunstein
Three Center Plaza
Boston, Massachusetts 02108
Attention: James H. Lerner, Esquire

To Tenant: American Medical Association
515 North State Street
Chicago, Illinois 60610
Attention: William T. Zimmermann

with a copy to: American Medical Association
515 North State Street

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Chicago, Illinois 60610
Attention: Office of the General
Counsel

and with a copy to: Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attention: Albert Ritchie, Esquire

or such other address as such party may have previously specified by notice given or delivered in accordance with the foregoing. Any such notice shall be deemed to have been given and received on the date delivered or tendered for delivery during normal business hours as herein provided.

8. No Oral Change. This Agreement may not be modified orally or in any manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.
9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the Agent on behalf of the Lenders, their respective heirs, personal representatives, successors and assigns, and any purchaser or purchasers at foreclosure of the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns.
10. Payment of Rent To Agent. Tenant acknowledges that it has notice that the Lease and the rent and all sums due thereunder have been assigned to Agent as part of the security for the obligations secured by the Mortgage. In the event Agent notifies Tenant of a default under the Loan and demands that Tenant pay its rent and all other sums due under the Lease to Agent, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease to Agent, or Agent's designated agent, until otherwise notified in writing by Agent. Landlord unconditionally authorizes and directs Tenant to make rent payments directly to Agent following receipt of such notice and further agrees that Tenant may rely upon such notice without any obligation to further inquire as to whether or not any default exists under the Mortgage or the Assignment and that Landlord shall have no right or claim against Tenant for or by reason of any payments of rent or other charges made by Tenant to Agent following receipt of such notice.
11. No Amendment or Cancellation of Lease. So long as the Mortgage remains undischarged of record, Tenant shall not amend, modify (except for any amendments or modifications that are specifically contemplated by the Lease, e.g. rights of expansion under Paragraph 30D of the Lease), cancel or

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terminate the Lease (unless Tenant has complied with the provisions contained in Paragraph 19.B of the Lease to the extent applicable), or consent to an amendment, modification (except for any amendments or modifications that are specifically contemplated by the Lease, e.g. rights of expansion under Paragraph 30D of the Lease), cancellation or termination (unless Tenant has complied with the provisions contained in Paragraph 19.B of the Lease to the extent applicable) of the Lease, or agree to subordinate the Lease to any other mortgage, without Agent's prior written consent in each instance.

12. Captions. Captions and headings of sections are not parts of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.
13. Counterparts. This Agreement may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
15. Parties Bound. The provisions of this Agreement shall be binding upon and inure to the benefit of Tenant, Agent, Lenders and Borrower and their respective successors and assigns; provided, however, reference to successors and assigns of Tenant shall not constitute a consent by Landlord or Borrower to an assignment or sublet by Tenant, but has reference only to those instances in which such consent is not required pursuant to the Lease or for which such consent has been given.
16. Lenders Bound. The Agent acknowledges that the Agent is acting on behalf of the Lenders and that the Agent has the authority to execute this Agreement.

This instrument is executed by LENTOR NATIONAL BANK, 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, at the time and place, following the covenants and conditions contained herein, by the terms and provisions of the Lease, and the authority of the Lenders, as herein and as above stated, and the Lenders hereby acknowledge and agree to be bound and obligated by the personal liability which shall be accepted or be enforceable against LENTOR NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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

AGENT:

FLEET NATIONAL BANK, AGENT

BY: _____

Name:

Title:

Date executed by Agent: _____

TENANT:

AMERICAN MEDICAL ASSOCIATION



BY: Kenneth E. Monroe

Name: Kenneth E. Monroe

Title: Deputy Executive Vice President & Chief Operating Officer

Date executed by Tenant: May 27, 1997

STATE OF ILLINOIS

Cook County, ss.

May __, 1997

Then personally appeared before me _____, a Vice-President of Fleet National Bank and acknowledged the foregoing to be his free act and deed and the free act and deed of said Fleet National Bank.

Notary Public

My Commission Expires:

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

AGENT:

FLEET NATIONAL BANK, AGENT

BY: [Signature]

Name: Richard T. Burns

Title: Vice President

Date executed by Agent: 5/27/97

TENANT:

AMERICAN MEDICAL ASSOCIATION

BY: _____

Name: _____

Title: _____

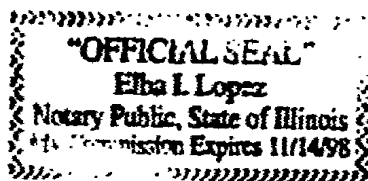
Date executed by Tenant: _____

STATE OF ILLINOIS

Cook County, ss.

May 29, 1997

Then personally appeared before me Richard T. Burns, a Vice-President of Fleet National Bank and acknowledged the foregoing to be his free act and deed and the free act and deed of said Fleet National Bank.



[Signature]
Notary Public
My Commission Expires: 11/14/98

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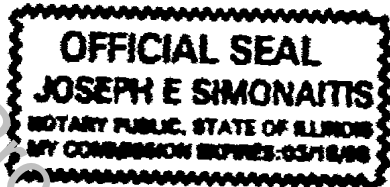
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STATE OF ILLINOIS

Cook County, ss.

May 27, 1997

Then personally appeared before me the above-named Kenneth E. Monroe being the Deputy Executive Vice President & Chief Operating Officer of the American Medical Association (the Tenant described above), and acknowledged the foregoing to be his/her free act and deed and the free act and deed of such Tenant.



Joseph E. Simonaitis
Notary Public
My Commission Expires:

MKDC/BUCK 123 Limited Partnership, as Landlord under the Lease, and Borrower under the Mortgage and Security Agreement, the Loan Agreement and the other Loan Documents, agrees for itself and its successors and assigns that:

1. The above agreement does not:
 - a. constitute a waiver by Agent of any of its rights under the Mortgage and Security Agreement or any of the other Loan Documents; or
 - b. in any way release Borrower from its obligations to comply with the terms, provisions, conditions, covenants and agreements and clauses of the Mortgage and Security Agreement and other Loan Documents;
2. The provisions of the Mortgage and Security Agreement remain in full force and effect and must be complied with by Borrower;
3. Tenant shall have the right to rely on any notice or request from Agent which directs Tenant to pay rent to Agent without any obligation to inquire as to whether or not a default exists and notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no right or claim against Tenant for rent paid to Agent after Agent so notifies Tenant to make payment of rent to Agent; and
4. The Borrower shall be bound by all of the terms, conditions and provisions of the foregoing Agreement in all respects.

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28th Executed and delivered as a sealed instrument as of the day of May, 1997.

MKDG/BUCK 123 LIMITED PARTNERSHIP, a Delaware limited partnership

By: 515 Venture Company, L.L.C., a Delaware limited liability company, its general partner

By: RN Land Development Company, L.L.C., a Delaware limited liability company, its managing member

By: Buck River North L.L.C., a Delaware limited liability company, one of its managing members

By: 
Print Name: John Q. O'Donnell

One of its Co-Managers

Date Executed by Borrower: _____

LASALLE NATIONAL BANK, not individually but solely as successor Trustee to Lasalle National Trust, N.A. under a certain Trust Agreement dated November 21, 1986, also known as Trust No. 111774

By: _____

Name: _____

Title: _____

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28th Executed and delivered as a sealed instrument as of the day of May, 1997.

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By: 515 Venture Company, L.L.C., a Delaware limited liability company, its general partner

By: RN Land Development Company, L.L.C., a Delaware limited liability company, its managing member

By: Buck River North L.L.C., a Delaware limited liability company, one of its managing members

By: _____

Print Name: _____

One of its Co-Managers

Date executed by Borrower: 5/29/97

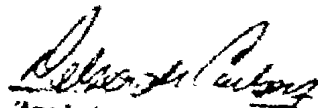
LASALLE NATIONAL BANK, not individually but solely as successor Trustee to Lasalle National Trust, N.A. under a certain Trust Agreement dated November 21, 1986, also known as Trust No. 7121774

By:  _____

Name: JOSEPH W. IANNI _____

Title: * VICE PRESIDENT _____

Attest:


Assistant Secretary

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STATE OF ILLINOIS))
) ss.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, one of the Co-Managers of Buck River North L.L.C., one of the Managing Members of RN Land Development Company, L.L.C., the Managing Member of 515 Venture Company, L.L.C., the General Partner of MKDG/Buck 123 Limited Partnership, a Delaware limited partnership, who is 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 signed and delivered 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 _____, 1997.

Notary Public

STATE OF ILLINOIS))
) ss.
COUNTY OF COOK)

I, VICKI HOWE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH W. LANG, the SR VICE PRESIDENT and Assistant Secretary, the Assistant Secretary of LaSalle National Bank, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SR VICE PRESIDENT and Assistant Secretary appeared before me this day in person and acknowledged that they signed and delivered said instrument as their 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 29th day of May, 1997.

Vicki Howe

Notary Public



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Schedule I Lease Amendments

Two Letters	Dated December 10, 1986
First Amendment to Lease	Dated December 9, 1987
Second Amendment to Lease	Dated September 15, 1989
Third Amendment to Lease	Dated June 12, 1991
Fourth Amendment to Lease (includes Sublease approved therein)	Dated October 17, 1991
Fifth Amendment to Lease	Dated December 5, 1995
Sixth Amendment to Lease	Dated March 17, 1997
Seventh Amendment to Lease	Dated <u>May 27</u> , 1997

Subleases

Sublease Agreement dated October 17, 1991 between American Medical Association and Accreditation Council for Graduate Medical Education.

Sublease Agreement dated October 15, 1996 between American Medical Association and Healthcare Financial Associates, Inc.

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOTS 1 THROUGH 6, AND LOTS 10 THROUGH 12, ALL INCLUSIVE, TOGETHER WITH THE EAST-WEST ALLEY VACATED BY ORDINANCE PASSED APRIL 13, 1984 AND RECORDED AUGUST 3, 1984 AS DOCUMENT NUMBER 27199505, LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 6 AND LYING NORTH OF AND ADJOINING LOTS 7 THROUGH 12, IN BLOCK 15, IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 0 DEGREES 06 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 110.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 110.00 FEET OF BLOCK 15 AFORESAID; SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 141.40 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 6.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 114.38 FEET OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 5.25 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 147.81 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 15 AFORESAID, SAID POINT BEING 46.01 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 40 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 46.01 FEET TO ITS SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 01 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF BLOCK 15 AFORESAID, 219.07 FEET TO ITS NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 52 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 15 AFORESAID, 301.44 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 44,101.2 SQUARE FEET OR 1.0124 ACRES

P.I.N.: 17-10-123-013

Commonly known as: 515 North State Street
Chicago, Illinois

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