

9

This instrument was prepared by and, after recording, return to:

Bernard A. Schlifke
Aronberg Goldgehn
330 North Wabash Ave.
Suite 1700
Chicago, Illinois 60611

2013 017239

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2013 MAR -7 AM 9:51
MICHAEL D. BROWN
RECORDER

Space above this line for Recorder's use only

OTC 1704038 CM

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") is made and entered into as of the 21 day of February 2013, by and between **FRANCISCAN MEDICAL SPECIALISTS**, a division of Franciscan Alliance, Inc., an Indiana non-profit corporation ("Lessee"), and **FIRST MIDWEST BANK**, an Illinois banking corporation ("Bank"), and is in reference to that certain Office Lease, as amended from time to time ("Lease"), between **EXCEL DEVELOPMENT I, LLC**, an Indiana limited liability company ("Lessor"), and Lessee.

Document is NOT OFFICIAL!

WITNESSETH:
This Document is the property of the Lake County Recorder.

WHEREAS, Bank has agreed, upon certain terms and conditions, to make a loan to Lessor, Alexander A. Stemer, and Elliot H. Stokar (collectively the "Borrowers" and each individually a "Borrower") in the principal amount of Four Million Eight Hundred Fifty Thousand and NO/100 Dollars (\$4,850,000.00) (the "Loan"), which Loan is evidenced by that certain Promissory Note of even date herewith (the "Note") from Borrowers, jointly and severally, to Bank. The Loan is secured under and pursuant to, among other things, each as it has been or may be amended from time to time: (i) that certain Mortgage, executed by Lessor and recorded in the Office of the Recorder of Lake County, Indiana (the "Recorder") on November 13, 2012 as Document No. 2012079652 (the "Mortgage"), covering the real estate commonly known as 761 45th Avenue, Munster, Indiana and more particularly described therein (the "Property"); (ii) that certain Assignment of Rents from Lessor to Bank and recorded with the Recorder on November 13, 2012 as Document No. 2012079653 (the "Assignment of Rents"); (iii) that certain Hazardous Substances Certificate and Indemnity Agreement dated October 12, 2012 from Borrowers to Bank (the "Indemnity"); and (iv) that certain Amendment to Loan Documents of even date herewith between Lessor and Bank and recorded with the Recorder (the "Loan Amendment"). The Note, the Mortgage, the Assignment of Rents, the Indemnity, the Loan Amendment and all other agreements, documents and instruments executed in connection with or otherwise evidencing the indebtedness owing under the Note, as each may be amended, modified, supplemented, restated or replaced from time to time, are referred to

CHICAGO TITLE

\$128
CT
Cox

1 Ref

herein as the "Loan Documents" and each a "Loan Document." Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Note.

NOW, THEREFORE, and notwithstanding any provision of the Lease which may be or appear to be to the contrary, the parties hereto hereby agree as follows:

1. The Lease and the rights of Lessee thereunder shall be and are hereby made expressly subject and subordinate at all times to the lien granted under and created by the Mortgage and to the Loan evidenced by the Note.

2. Upon the foreclosure of the Mortgage by power of sale, voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Lessee shall attorn to and recognize the Bank or the purchaser of the Collateral at any foreclosure sale or grantee with respect to the Collateral (such purchaser or grantee hereinafter referred to as a "**Foreclosure Purchaser**") as lessor under the Lease.

3. Neither the Bank, its successors or assigns, nor any Foreclosure Purchaser shall in any way or to any extent be obligated or liable to Lessee (i) for any prior act or default on the part of Lessor, or (ii) for any security deposit or any other sums deposited with Lessor under the Lease, and not physically delivered to the Bank, its successors or assigns, (iii) payment of rent or any other amount due under the Lease that Lessee paid more than one month in advance to Lessor, or (iv) under any provision in the Lease relating to a duty or obligation of Lessor as lessor first accruing prior to the foreclosure or transaction in lieu of foreclosure, provided that the foregoing shall not limit the Bank's or the Foreclosure Purchaser's obligations under the Lease to correct any conditions that constitutes a default under the Lease that existed as of the date the Bank or Foreclosure Purchaser became the Owner of the Collateral. For the avoidance of doubt, the Bank or Foreclosure Purchaser, as the case may be, shall have thirty (30) days from the later of (i) the date it becomes the Owner of the Collateral or (ii) receipt of notice of such default to cure such existing default.

4. So long as Lessee is not in default (beyond any period given to Lessee to cure such default) in payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Bank will not join Lessee as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is required by law to foreclosure the Mortgage and then only for such purpose and not for the purpose of terminating the Lease, and Lessee's right to possession of the Property shall not be disturbed (and the rent and all other provisions of the Lease shall be honored without any changes or modifications whatsoever) by the Bank, its successors or assigns, provided that Lessee is not in default under the Lease beyond any applicable cure period and shall continue to observe and perform its obligations under the Lease and this Agreement and shall pay rent as provided in the Lease.

5. Lessee agrees to give the Bank, by registered or certified mail, notice of any default by Lessor under the Lease and the Bank shall have the right to cure such default within a reasonable period of time following receipt of such notice but in no event more than thirty (30) days after the expiration of applicable cure period under the Lease.

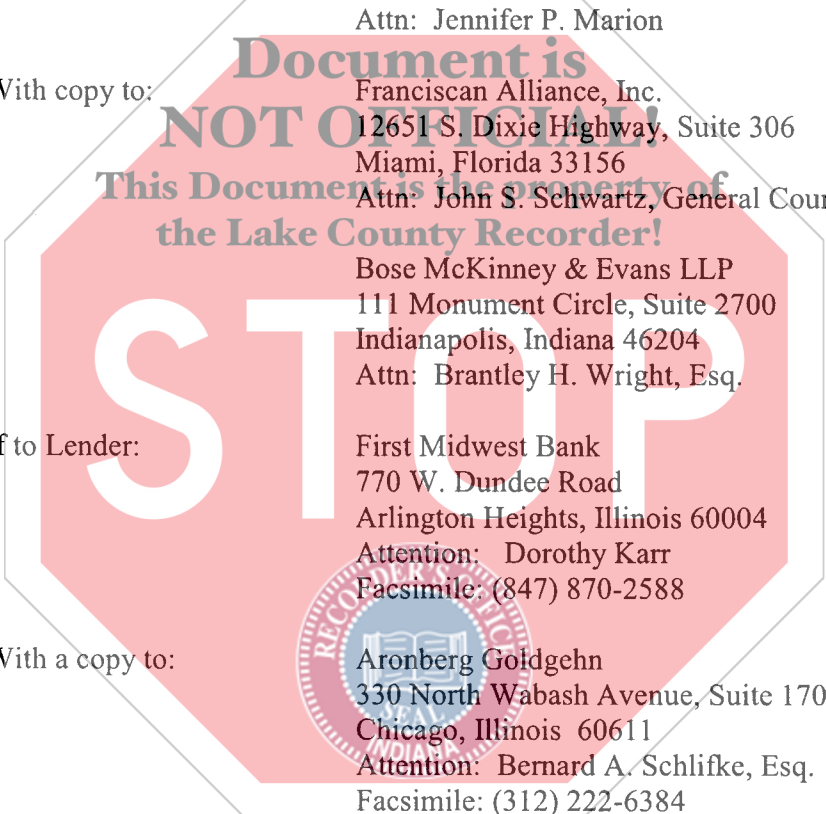
6. The Lease may not be modified or amended and may not be cancelled or surrendered without the prior written consent of the Bank, which consent shall not be unreasonably withheld, conditioned or delayed.

7. The Bank may, upon at least twenty-four (24) hours advance notice to Lessee, inspect the leased premises during normal business hours and Bank shall take commercially reasonable efforts to minimize interrupting Lessee's business.

8. This Agreement shall inure to the benefit of the Bank and its successors and assigns and to any successor or assign of Lessee (i) consented to by the Bank or (ii) permitted under the Lease without Lessor's consent; provided, that upon the Bank's assignment of its interest, all obligations and liabilities of the Bank shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the Bank's assignee.

9. All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by personal delivery or by registered or certified mail, postage prepaid, addressed as follows:

If to Lessee:	Franciscan Alliance, Inc. 1515 Dragoon Trail Mishawaka, Indiana 46544 Attn: Jennifer P. Marion
With copy to:	Franciscan Alliance, Inc. 12651 S. Dixie Highway, Suite 306 Miami, Florida 33156 Attn: John S. Schwartz, General Counsel
If to Lender:	Bose McKinney & Evans LLP 111 Monument Circle, Suite 2700 Indianapolis, Indiana 46204 Attn: Brantley H. Wright, Esq.
With a copy to:	First Midwest Bank 770 W. Dundee Road Arlington Heights, Illinois 60004 Attention: Dorothy Karr Facsimile: (847) 870-2588
	Aronberg Goldgehn 330 North Wabash Avenue, Suite 1700 Chicago, Illinois 60611 Attention: Bernard A. Schlifke, Esq. Facsimile: (312) 222-6384



10. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

[Signature Page Follows]



[signature page 1 to SNDA]

IN WITNESS WHEREOF, Bank and Lessee have executed this Agreement as of the day and year first set forth above.

FIRST MIDWEST BANK

By: Dorothy J. Karr
Name: Dorothy J. Karr
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF McHenry)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Dorothy J. Karr, the Vice President of FIRST MIDWEST BANK, an Illinois Banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of February, 2013.

Elizabeth K. Scott
Notary Public



[signature page 2 to SNDA]

FRANCISCAN MEDICAL SPECIALISTS,
a division of Franciscan Alliance, Inc.,
an Indiana non-profit corporation

By: A. Stemer, Jr.
Name: Alexander A. Stemer, MD
Its: President

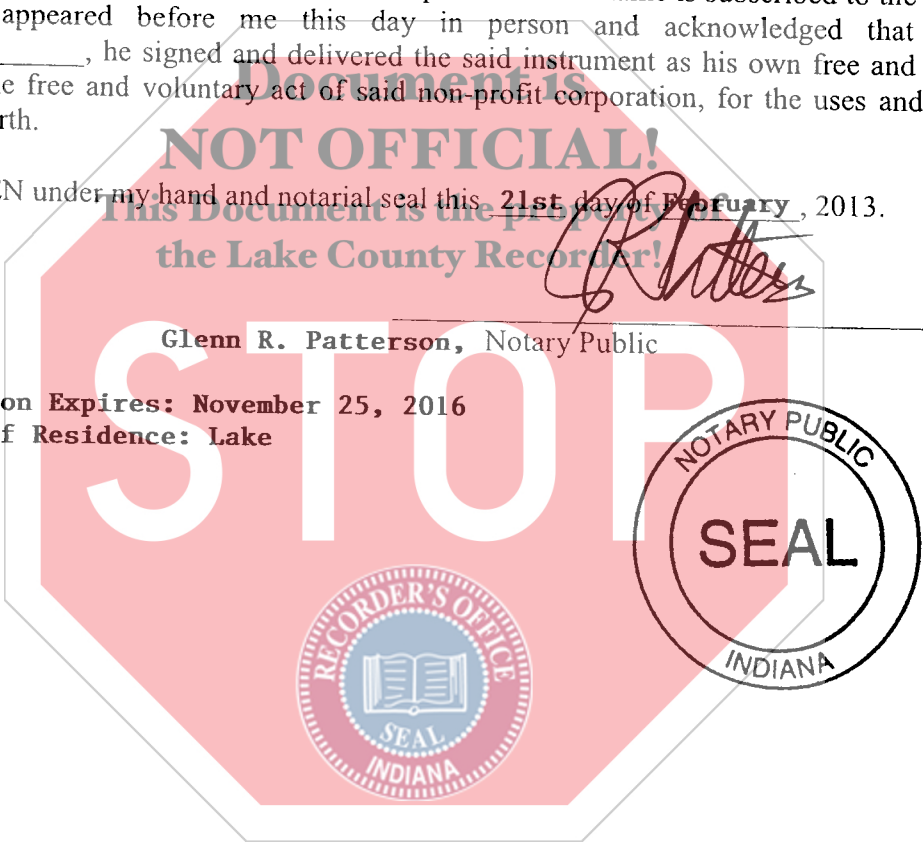
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Alexander A. Stemer, MD, the President of Franciscan Medical Specialists, a division of Franciscan Alliance, Inc., an Indiana non-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said non-profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of February, 2013.

Glenn R. Patterson, Notary Public

My Commission Expires: November 25, 2016
My County of Residence: Lake



AGREEMENT BY LESSOR

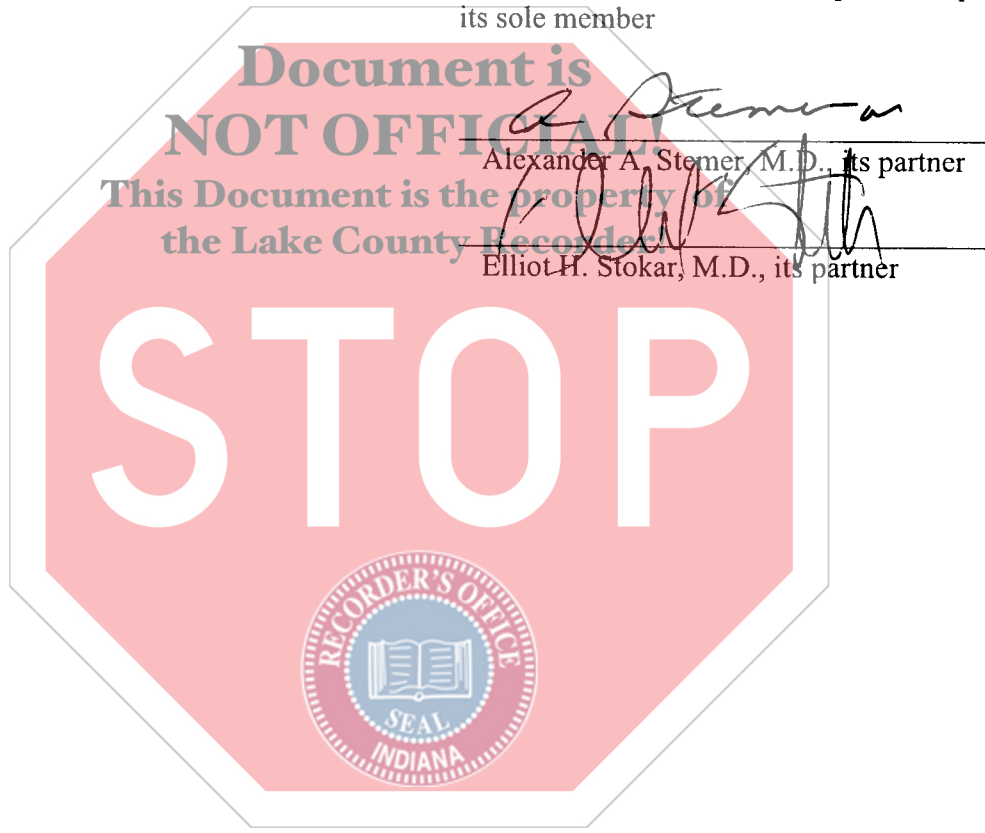
The undersigned, as the Grantor under the Mortgage, agrees that (i) the foregoing Agreement does not constitute a waiver or partial waiver by the Bank of any of its rights under the Mortgage and (ii) the Agreement does not in any way release Grantor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of Grantor under the Mortgage (or under the Note or under any other document or agreement executed by Mortgagor in conjunction with the Note or the indebtedness evidenced thereby) and that each of the same remains in full force and effect and must be complied with by the Grantor thereunder.

Executed as of 2/21, 2013

LESSOR/GRANTOR:

EXCEL DEVELOPMENT I, LLC, an Indiana limited liability company

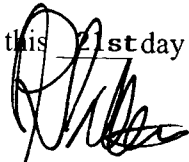
BY: A. STEMER-E. STOKAR PARTNERSHIP, an Indiana partnership, its sole member



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Alexander A. Stemer, M.D., a partner of A. STEMER-E. STOKAR PARTNERSHIP, an Indiana partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

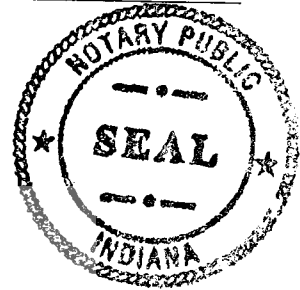
GIVEN under my hand and notarial seal this 21st day of February, 2013.



Glenn R. Patterson, Notary Public

My Commission Expires: November 25, 2016

My County of Residence: Lake



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Elliot H. Stokar, M.D., a partner of A. STEMER-E. STOKAR PARTNERSHIP, an Indiana partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of February, 2013.



Glenn R. Patterson, Notary Public

My Commission Expires: November 25, 2016

My County of Residence: Lake

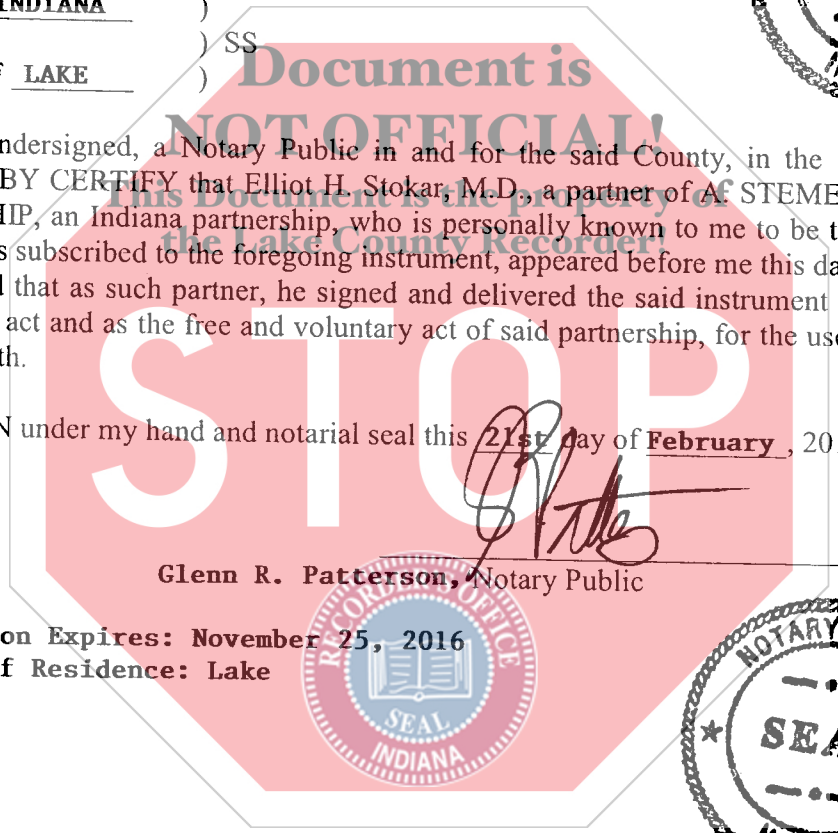
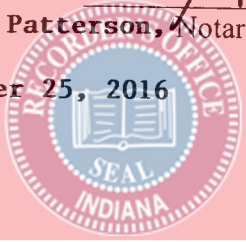


EXHIBIT "A"

LEGAL DESCRIPTION

761 45TH STREET, MUNSTER, INDIANA – LEGAL DESCRIPTION

PARCEL 1:

Lot 7-A, Midwest Central Business Park, a resubdivision of Lot 7, Kennedy Court, Block 2 in Midwest Central Business Park, to the Town of Munster, as shown in Plat Book 67, page 31, in Lake County, Indiana.

PARCEL 2:

Part of the former right-of-way of the Penn Central Railroad more particularly described as follows: Beginning at the Northeasterly corner of Lot 7-A, Midwest Central Business Park, a resubdivision of Lot 7, Kennedy Court, Block 2, in Midwest Central Business Park, to the Town of Munster, as shown in Plat Book 67, page 31, in the Office of the Recorder of Lake County, Indiana; thence North 36 degrees 21 minutes 09 seconds West, along the Northerly line of said Lot 7-A, a distance of 349.22 feet to the Northwest corner of Lot 7-A; thence North 31 degrees 37 minutes 10 seconds East, a distance of 107.87 feet; thence South 36 degrees 21 minutes 09 seconds East, along a line parallel to and 100 feet Northeasterly of the Northerly line of said Lot 7-A, by perpendicular measurement, a distance of 262.72 feet; thence South 1 degree 52 minutes 20 seconds West, along a line 50 feet West of the center line for Calumet Avenue, a distance of 161.62 feet to the point of beginning, all in the Southeast Quarter of Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana.

ADDRESS: 761 45TH STREET, MUNSTER, INDIANA

PERMANENT INDEX NOS.: 46-06-25-476-001.000-027 AND 45-06-25-505-003.000-027

