

27

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99029379

99 APR -7 AM 9:19

AFFIDAVIT

MORRIS W. CARTER
RECORDER

Comes now the Affiant, T. Clifford Fleming, who being duly sworn on oath, now deposes and states as follows:

1. Affiant is the manager of Tara Management Company, LLC, the general partner of 99 Limited Partnership, an Indiana limited partnership (hereinafter "99 Limited").
2. 99 Limited is the owner of the real property (hereinafter "Property") commonly known as 99 E. 86th Avenue, Merrillville, Indiana, and legally described as follows:

Lot 3 in Resubdivision of Lot "H" in Revision of Plat of Environ Executive Center, in the Town of Merrillville, as per plat of Resubdivision, recorded in Plat Book 55 page 43, in the Office of the Recorder of Lake County, Indiana.

3. Attached to this Affidavit are true and correct copies of:

(a) Documents captioned "Consent to Collateral Assignment and Estoppel Certificate by Lessee and Subordination, Non-Disturbance and Attornment Agreement" executed by and between the parties indicated in each document, such documents referencing interests in the Property of record in the Office of the Recorder of Lake County, Indiana as follows:

(i) Lease from 99 Limited Partnership to Northwest Orthopedic Consultants, Inc., dated March 28, 1984 and disclosed by a short form of lease recorded March 30, 1984 as Document No. 767590;

(ii) Lease from 99 Limited Partnership to Walker, Fleming, Corbin & Greenberg, P.C., dated March 28, 1984 and disclosed by a short form of lease recorded August 6, 1984 as Document No. 767591;

(iii) Lease from 99 Limited Partnership to Dean Sangalis & Associates, dated March 28, 1984 and disclosed by a short form of lease recorded August 6, 1984 as Document No. 767592;

(iv) Lease from 99 Limited Partnership to Senasu Plastic Surgery Corporation and Prinn K. Stang, M.D., dated March 28, 1984 and disclosed by a short form of lease recorded August 6, 1984 as Document No. 767593; and

(v) Lease from 99 Limited Partnership to Alfred L. Bonjean, M.D., Frederick R. Klepsch, M.D. and T. Clifford Fleming, dated March 28, 1984 and

221778

TICOR TITLE INSURANCE
Valparaiso, IN 45383

TI 67
45
254

disclosed by a short form of lease recorded August 6, 1984 as Document No. 767594; and

(b) Documents captioned "Subordination Agreement" or "Consent to Collateral Assignment and Estoppel Certificate by Lessee and Subordination, Non-Disturbance and Attornment Agreement" provided by the parties indicated in each document, such documents referencing leases or subleases of tenants or subtenants in occupancy at the Property and not of record in the Office of the Recorder of Lake County, Indiana.

4. In connection with obtaining each of the attached "Consent to Collateral Assignment and Estoppel Certificate by Lessee and Subordination, Non-Disturbance and Attornment Agreement" and "Subordination Agreement" documents, each of the respective lessees, tenants and subtenants was informed of the terms, as appropriate, of the refinancing arrangement with Centier Bank which has occurred, or is occurring contemporaneously with the delivery of this Affidavit.

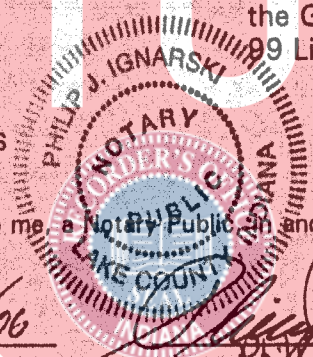
Further Affiant sayeth not.



T. CLIFFORD FLEMING, Manager of
Tara Management Company, LLC,
the General Partner of
99 Limited Partnership

STATE OF INDIANA)
COUNTY OF PORTER) SS

Subscribed and sworn before me a Notary Public in and for said county and state, this 25 day of MARCH, 1999.

My Commission Expires: 7/17/06
A resident of LAKE County.




Printed Name Philip J. Ignarski, Notary Public

This document prepared by, and after recording should be returned to, **John G. Donner, BURKE COSTANZA & CUPPY LLP**, 8585 Broadway, Suite 600, Merrillville, IN 46410

**CONSENT TO COLLATERAL ASSIGNMENT and ESTOPPEL
CERTIFICATE BY LESSEE and SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, dated the 22ND day of MARCH, 1999, by and between CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK"), and NORTHWEST ORTHOPEDIC CONSULTANTS, INC. (hereinafter "LESSEE").

WITNESSETH:

WHEREAS, LESSEE has entered into a certain lease dated March 28, 1984, disclosed by a short form of lease recorded March 30, 1984, as Document No. 767590, with 99 Limited Partnership, as lessor (hereinafter "LESSOR"), for a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON
EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF
RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF
THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite C, Merrillville, Indiana (hereinafter "LEASE"); and

WHEREAS, BANK has agreed to make a loan to the LESSOR, secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described and a collateral assignment of the LESSOR'S interest under the LEASE; and

WHEREAS, to induce BANK to make such loan, it is necessary that the LEASE held by LESSEE be subordinated to the lien of the MORTGAGE about to be made by LESSOR.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to LESSEE, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. LESSEE certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the above-described premises and a collateral assignment of LESSOR'S interest under the LEASE: (a) that the LEASE constitutes the entire agreement between LESSEE and LESSOR; (b) that the LEASE is presently in full force and effect and unmodified, except as indicated at the end of this Agreement (that if there have been modifications, the same are in full force and effect as modified and stating the modifications); (c) that no rent under the LEASE has been paid more than 30 days in advance of its due date; (d) that the premises have been completed and that all conditions precedent to the LEASE taking effect have been carried out; (e) that LESSEE has accepted possession, that the lease term has commenced, and that LESSEE is occupying the premises; and (f) that as of this date it has no charge, lien or claim of offset under the LEASE or otherwise, against rents or other charges due or to become due thereunder.

2. LESSEE consents to the collateral assignment of the LEASE by LESSOR to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of LESSOR to BANK, it will pay all installments of rent and any other charges thereafter coming due under the LEASE to the BANK.

3. LESSEE agrees with the BANK that from and after the date hereof, it will not pay any rent under the LEASE more than 30 days in advance of its due date, will not surrender or consent to the modification of any terms of the LEASE, nor to the termination thereof by the LESSOR, and will not seek to terminate it by reason of any act or omission of the LESSOR until the LESSEE shall have given written notice of such act or omission to the BANK (at the last address furnished the LESSEE), and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the BANK shall have the right, but shall not be obligated, to remedy such act or omission.

4. LESSEE agrees that the LEASE is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. LESSEE acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the LEASE in favor of the lien or charge upon the above described premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. LESSEE agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the LEASE upon the same terms and conditions as set forth in the LEASE.

7. LESSEE further agrees that in the event BANK should exercise its rights as a secured party and as collateral assignee of the LEASE, and foreclose upon and sell LESSOR's interest in the LEASE pursuant to the Indiana Commercial Code, judicial sale or otherwise, it will recognize the BANK or any third party as lessor as a result of the purchase of LESSOR's interest in the LEASE, and that it shall attorn to the BANK or any such third party.

8. LESSEE agrees that in the event the BANK, shall succeed to the interest of the LESSOR under the LEASE, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including LESSOR);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which LESSEE might have against any prior landlord (including LESSOR);

(d) bound by any rent or additional rent which LESSEE might have paid for more than the current month to any prior landlord (including LESSOR); or

(e) bound by any amendment or modification of the LEASE made without its consent.

9. BANK agrees that in the event that it should become necessary to foreclose upon the MORTGAGE, the BANK will not terminate the LEASE nor join LESSEE in summary or foreclosure proceedings so long as LESSEE is not in default under any of the terms, covenants, or conditions of the LEASE.

10. LESSEE certifies to BANK the following LEASE modifications, if any: NONE.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

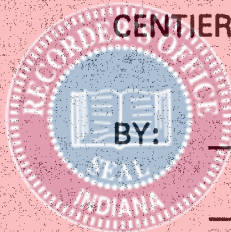
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

LESSEE: NORTHWEST ORTHOPEDIC CONSULTANTS, INC.

BY: *Alfred L. Bontenan*
Alfred L. BONTENAN
(Printed Name)

Its: _____

BANK: CENTIER BANK



BY: *W.C. Gill*
W.C. Gill
(Printed Name)

Its: Vice President

**CONSENT TO COLLATERAL ASSIGNMENT and ESTOPPEL
CERTIFICATE BY LESSEE and SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, dated the 9TH day of MARCH, 1999, by and between CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK") and T. CLIFFORD FLEMING & ASSOCIATES, P.C., JAMES T. WALKER, Professional Corporation and THOMAS M. GREENBERG P.C. (hereinafter collectively "LESSEE") (successors in interest to WALKER, FLEMING, CORBIN & GREENBERG, P.C.)

WITNESSETH:

WHEREAS, LESSEE has entered into a certain lease dated March 28, 1984, disclosed by a short form of lease recorded August 6, 1984, as Document No. 767591, with 99 Limited Partnership, as lessor (hereinafter "LESSOR"), for a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

Document is
NOT OFFICIAL!
The Document is the property of
the Lake County Recorder!

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite E, Merrillville, Indiana (hereinafter "LEASE"); and

WHEREAS, BANK has agreed to make a loan to the LESSOR, secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described and a collateral assignment of the LESSOR'S interest under the LEASE; and

WHEREAS, to induce BANK to make such loan, it is necessary that the LEASE held by LESSEE be subordinated to the lien of the MORTGAGE about to be made by LESSOR.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to LESSEE, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. LESSEE certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the above-described premises and a collateral assignment of LESSOR'S interest under the LEASE: (a) that the LEASE constitutes the entire agreement between LESSEE and LESSOR; (b) that the LEASE is presently in full force and effect and unmodified, except as indicated at the end of this Agreement (that if there have been modifications, the same are in full force and effect as modified and stating the modifications); (c) that no rent under the LEASE has been paid more than 30 days in advance of its due date; (d) that the premises have been completed and that all conditions precedent to the LEASE taking effect have been carried out; (e) that LESSEE has accepted possession, that the lease term has commenced, and that LESSEE is occupying the premises; and (f) that as of this date it has no charge, lien or claim of offset under the LEASE or otherwise, against rents or other charges due or to become due thereunder.

6

2. LESSEE consents to the collateral assignment of the LEASE by LESSOR to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of LESSOR to BANK, it will pay all installments of rent and any other charges thereafter coming due under the LEASE to the BANK.

3. LESSEE agrees with the BANK that from and after the date hereof, it will not pay any rent under the LEASE more than 30 days in advance of its due date, will not surrender or consent to the modification of any terms of the LEASE, nor to the termination thereof by the LESSOR, and will not seek to terminate it by reason of any act or omission of the LESSOR until the LESSEE shall have given written notice of such act or omission to the BANK (at the last address furnished the LESSEE), and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the BANK shall have the right, but shall not be obligated, to remedy such act or omission.

4. LESSEE agrees that the LEASE is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. LESSEE acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the LEASE in favor of the lien or charge upon the above described premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. LESSEE agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the LEASE upon the same terms and conditions as set forth in the LEASE.

7. LESSEE further agrees that in the event BANK should exercise its rights as a secured party and as collateral assignee of the LEASE, and foreclose upon and sell LESSOR's interest in the LEASE pursuant to the Indiana Commercial Code, judicial sale or otherwise, it will recognize the BANK or any third party as lessor as a result of the purchase of LESSOR's interest in the LEASE, and that it shall attorn to the BANK or any such third party.

8. LESSEE agrees that in the event the BANK, shall succeed to the interest of the LESSOR under the LEASE, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including LESSOR);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which LESSEE might have against any prior landlord (including LESSOR);

(d) bound by any rent or additional rent which LESSEE might have paid for more than the current month to any prior landlord (including LESSOR); or

(e) bound by any amendment or modification of the LEASE made without its consent.

9. BANK agrees that in the event that it should become necessary to foreclose upon the MORTGAGE, the BANK will not terminate the LEASE nor join LESSEE in summary or foreclosure proceedings so long as LESSEE is not in default under any of the terms, covenants, or conditions of the LEASE.

10. LESSEE certifies to BANK the following LEASE modifications, if any:

LESSEE is the successor in interest to Walker, Fleming, Corbin & Greenberg, P.C. With the LESSOR's written consent, LESSEE has subleased a portion of the premises to C. Donald Emery, III, Kevin Schmidt and James Clement.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

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

LESSEE: T. CLIFFORD FLEMING & ASSOCIATES, P.C.

BY:



T. CLIFFORD FLEMING
(Printed Name)

Its:



JAMES T. WALKER, Professional Corporation

BY:



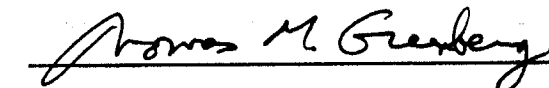
JAMES T. WALKER
(Printed Name)

Its:

PRESIDENT

THOMAS M. GREENBERG, P.C.

BY:



THOMAS M. GREENBERG
(Printed Name)

Its:

PRESIDENT

BANK:

CENTIER BANK

BY: *W.C. Gill*

W. C. G. LL

(Printed Name)

Its: *Vice President*



CONSENT TO COLLATERAL ASSIGNMENT and ESTOPPEL
CERTIFICATE BY LESSEE and SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated the 9TH day of MARCH, 1999, by and between CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK") and DEAN SANGALIS & ASSOCIATES (hereinafter "LESSEE").

WITNESSETH:

WHEREAS, LESSEE has entered into a certain lease dated March 28, 1984, disclosed by a short form of lease recorded August 6, 1984, as Document No. 767592, with 99 Limited Partnership, as lessor (hereinafter "LESSOR"), for a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite G, Merrillville, Indiana (hereinafter "LEASE"); and

WHEREAS, BANK has agreed to make a loan to the LESSOR, secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described and a collateral assignment of the LESSOR'S interest under the LEASE; and

WHEREAS, to induce BANK to make such loan, it is necessary that the LEASE held by LESSEE be subordinated to the lien of the MORTGAGE about to be made by LESSOR.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to LESSEE, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. LESSEE certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the above-described premises and a collateral assignment of LESSOR'S interest under the LEASE: (a) that the LEASE constitutes the entire agreement between LESSEE and LESSOR; (b) that the LEASE is presently in full force and effect and unmodified, except as indicated at the end of this Agreement (that if there have been modifications, the same are in full force and effect as modified and stating the modifications); (c) that no rent under the LEASE has been paid more than 30 days in advance of its due date; (d) that the premises have been completed and that all conditions precedent to the LEASE taking effect have been carried out; (e) that LESSEE has accepted possession, that the lease term has commenced, and that LESSEE is occupying the premises; and (f) that as of this date it has no charge, lien or claim of offset under the LEASE or otherwise, against rents or other charges due or to become due thereunder.

2. LESSEE consents to the collateral assignment of the LEASE by LESSOR to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of LESSOR to BANK, it will pay all installments of rent and any other charges thereafter coming due under the LEASE to the BANK.

3. LESSEE agrees with the BANK that from and after the date hereof, it will not pay any rent under the LEASE more than 30 days in advance of its due date, will not surrender or consent to the modification of any terms of the LEASE, nor to the termination thereof by the LESSOR, and will not seek to terminate it by reason of any act or omission of the LESSOR until the LESSEE shall have given written notice of such act or omission to the BANK (at the last address furnished the LESSEE), and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the BANK shall have the right, but shall not be obligated, to remedy such act or omission.

4. LESSEE agrees that the LEASE is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. LESSEE acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the LEASE in favor of the lien or charge upon the above described premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. LESSEE agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the LEASE upon the same terms and conditions as set forth in the LEASE.

7. LESSEE further agrees that in the event BANK should exercise its rights as a secured party and as collateral assignee of the LEASE, and foreclose upon and sell LESSOR's interest in the LEASE pursuant to the Indiana Commercial Code, judicial sale or otherwise, it will recognize the BANK or any third party as lessor as a result of the purchase of LESSOR's interest in the LEASE, and that it shall attorn to the BANK or any such third party.

8. LESSEE agrees that in the event the BANK, shall succeed to the interest of the LESSOR under the LEASE, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including LESSOR);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which LESSEE might have against any prior landlord (including LESSOR);

(d) bound by any rent or additional rent which LESSEE might have paid for more than the current month to any prior landlord (including LESSOR); or

(e) bound by any amendment or modification of the LEASE made without its consent.

9. BANK agrees that in the event that it should become necessary to foreclose upon the MORTGAGE, the BANK will not terminate the LEASE nor join LESSEE in summary or foreclosure proceedings so long as LESSEE is not in default under any of the terms, covenants, or conditions of the LEASE.

10. LESSEE certifies to BANK the following LEASE modifications, if any:

Lease Extension between LESSOR and LESSEE executed by LESSOR on October 21, 1998. A portion of the premises has been subleased to Brian Woodward & Associates, P.C. pursuant to that Sublease dated February 10, 1998.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

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

LESSEE: DEAN SANGALIS & ASSOCIATES

BY: *Dean Sangalis*

DEAN SANGALIS

(Printed Name)

Its: _____

BANK:

CENTIER BANK

BY: *W.C. Gill*

W.C. GILL

(Printed Name)

Its: *Vice President*

CONSENT TO COLLATERAL ASSIGNMENT and ESTOPPEL
CERTIFICATE BY LESSEE and SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated the 15 day of Feb., 1999, by and between CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK"), and SENASU PLASTIC SURGERY CORPORATION (hereinafter "LESSEE") (successor in interest to SENASU PLASTIC SURGERY CORPORATION and PRINN K. STANG, M.D.)

WITNESSETH:

WHEREAS, LESSEE has entered into a certain lease dated March 28, 1984, disclosed by a short form of lease recorded August 6, 1984, as Document No. 767593, with 99 Limited Partnership, as lessor (hereinafter "LESSOR"), for a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite D, Merrillville, Indiana (hereinafter "LEASE"); and

WHEREAS, BANK has agreed to make a loan to the LESSOR, secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described and a collateral assignment of the LESSOR'S interest under the LEASE; and

WHEREAS, to induce BANK to make such loan, it is necessary that the LEASE held by LESSEE be subordinated to the lien of the MORTGAGE about to be made by LESSOR.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to LESSEE, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. LESSEE certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the above-described premises and a collateral assignment of LESSOR'S interest under the LEASE: (a) that the LEASE constitutes the entire agreement between LESSEE and LESSOR; (b) that the LEASE is presently in full force and effect and unmodified, except as indicated at the end of this Agreement (that if there have been modifications, the same are in full force and effect as modified and stating the modifications); (c) that no rent under the LEASE has been paid more than 30 days in advance of its due date; (d) that the premises have been completed and that all conditions precedent to the LEASE taking effect have been carried out; (e) that LESSEE has accepted possession, that the lease term has commenced, and that LESSEE is occupying the premises; and (f) that as of this date it has no charge, lien or claim of offset under the LEASE or otherwise, against rents or other charges due or to become due thereunder.

2. LESSEE consents to the collateral assignment of the LEASE by LESSOR to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of LESSOR to BANK, it will pay all installments of rent and any other charges thereafter coming due under the LEASE to the BANK.

3. LESSEE agrees with the BANK that from and after the date hereof, it will not pay any rent under the LEASE more than 30 days in advance of its due date, will not surrender or consent to the modification of any terms of the LEASE, nor to the termination thereof by the LESSOR, and will not seek to terminate it by reason of any act or omission of the LESSOR until the LESSEE shall have given written notice of such act or omission to the BANK (at the last address furnished the LESSEE), and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the BANK shall have the right, but shall not be obligated, to remedy such act or omission.

4. LESSEE agrees that the LEASE is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. LESSEE acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the LEASE in favor of the lien or charge upon the above described premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. LESSEE agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the LEASE upon the same terms and conditions as set forth in the LEASE.

7. LESSEE further agrees that in the event BANK should exercise its rights as a secured party and as collateral assignee of the LEASE, and foreclose upon and sell LESSOR's interest in the LEASE pursuant to the Indiana Commercial Code, judicial sale or otherwise, it will recognize the BANK or any third party as lessor as a result of the purchase of LESSOR's interest in the LEASE, and that it shall attorn to the BANK or any such third party.

8. LESSEE agrees that in the event the BANK, shall succeed to the interest of the LESSOR under the LEASE, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including LESSOR);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which LESSEE might have against any prior landlord (including LESSOR);

(d) bound by any rent or additional rent which LESSEE might have paid for more than the current month to any prior landlord (including LESSOR); or

(e) bound by any amendment or modification of the LEASE made without its consent.

9. BANK agrees that in the event that it should become necessary to foreclose upon the MORTGAGE, the BANK will not terminate the LEASE nor join LESSEE in summary or foreclosure proceedings so long as LESSEE is not in default under any of the terms, covenants, or conditions of the LEASE.

10. LESSEE certifies to BANK the following LEASE modifications, if any:

Lease Assignment dated November 13, 1995.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

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

LESSEE: SENASU PLASTIC SURGERY CORPORATION

BY: 

J. SENASU, MD
(Printed Name)

Its: _____

BANK:

CENTIER BANK

BY: 

W. C. GILL
(Printed Name)

Its: Vice President

**CONSENT TO COLLATERAL ASSIGNMENT and ESTOPPEL
CERTIFICATE BY LESSEE and SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, dated the 9TH day of MARCH, 1999, by and between CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK"), and NORTHWEST ORTHOPEDIC CONSULTANTS, INC. and T. CLIFFORD FLEMING (hereinafter individually and collectively "LESSEE") (successor in interest to ALFRED L. BONJEAN, M.D., FREDERICK R. KLEPSCH, M.D. and T. CLIFFORD FLEMING).

WITNESSETH:

WHEREAS, LESSEE has entered into a certain lease dated March 28, 1984, disclosed by a short form of lease recorded August 6, 1984, as Document No. 767594, with 99 Limited Partnership, as lessor (hereinafter "LESSOR"), for a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

Document is
Not Available
This Document is the Property of
the Lake County Recorder!

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite F, Merrillville, Indiana (hereinafter "LEASE"); and

WHEREAS, BANK has agreed to make a loan to the LESSOR, secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described and a collateral assignment of the LESSOR'S interest under the LEASE; and

WHEREAS, to induce BANK to make such loan, it is necessary that the LEASE held by LESSEE be subordinated to the lien of the MORTGAGE about to be made by LESSOR.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to LESSEE, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. LESSEE certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the above-described premises and a collateral assignment of LESSOR'S interest under the LEASE: (a) that the LEASE constitutes the entire agreement between LESSEE and LESSOR; (b) that the LEASE is presently in full force and effect and unmodified, except as indicated at the end of this Agreement (that if there have been modifications, the same are in full force and effect as modified and stating the modifications); (c) that no rent under the LEASE has been paid more than 30 days in advance of its due date; (d) that the premises have been completed and that all conditions precedent to the LEASE taking effect have been carried out; (e) that LESSEE has accepted possession, that the lease term has commenced, and that LESSEE is occupying the premises; and (f) that as of this date it has no charge, lien or claim of offset under the LEASE or otherwise, against rents or other charges due or to become due thereunder.

2. LESSEE consents to the collateral assignment of the LEASE by LESSOR to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of LESSOR to BANK, it will pay all installments of rent and any other charges thereafter coming due under the LEASE to the BANK.

3. LESSEE agrees with the BANK that from and after the date hereof, it will not pay any rent under the LEASE more than 30 days in advance of its due date, will not surrender or consent to the modification of any terms of the LEASE, nor to the termination thereof by the LESSOR, and will not seek to terminate it by reason of any act or omission of the LESSOR until the LESSEE shall have given written notice of such act or omission to the BANK (at the last address furnished the LESSEE), and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the BANK shall have the right, but shall not be obligated, to remedy such act or omission.

4. LESSEE agrees that the LEASE is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. LESSEE acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the LEASE in favor of the lien or charge upon the above described premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. LESSEE agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the LEASE upon the same terms and conditions as set forth in the LEASE.

7. LESSEE further agrees that in the event BANK should exercise its rights as a secured party and as collateral assignee of the LEASE, and foreclose upon and sell LESSOR's interest in the LEASE pursuant to the Indiana Commercial Code, judicial sale or otherwise, it will recognize the BANK or any third party as lessor as a result of the purchase of LESSOR's interest in the LEASE, and that it shall attorn to the BANK or any such third party.

8. LESSEE agrees that in the event the BANK, shall succeed to the interest of the LESSOR under the LEASE, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including LESSOR);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which LESSEE might have against any prior landlord (including LESSOR);

- (d) bound by any rent or additional rent which LESSEE might have paid for more than the current month to any prior landlord (including LESSOR); or
- (e) bound by any amendment or modification of the LEASE made without its consent.

9. BANK agrees that in the event that it should become necessary to foreclose upon the MORTGAGE, the BANK will not terminate the LEASE nor join LESSEE in summary or foreclosure proceedings so long as LESSEE is not in default under any of the terms, covenants, or conditions of the LEASE.

10. LESSEE certifies to BANK the following LEASE modifications, if any:

(a) that certain Lease Assignment and Release of Assignor's Liability, effective as of December 31, 1997, between and among Frederick R. Klepsch, M.D., Northwest Orthopedic Consultants, Inc., T. Clifford Fleming and 99 Limited Partnership; and (b) that certain Lease Assignment and Release of Assignor's Liability, effective as of December 31, 1997, between and among Alfred L. Bonjean, M.D., Northwest Orthopedic Consultants, Inc., T. Clifford Fleming and 99 Limited Partnership.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

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


LESSEE: NORTHWEST ORTHOPEDIC CONSULTANTS, INC.

BY: 
ALFRED L. BONJEAN, M.D., President

T. CLIFFORD FLEMING

BY: 
T. CLIFFORD FLEMING

BANK: CENTIER BANK

BY: 
W.C. GILL

Its: Vice President
(Printed Name)

**CONSENT TO COLLATERAL ASSIGNMENT and ESTOPPEL
CERTIFICATE BY LESSEE and SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, dated the 9TH day of MARCH, 1999, by and between CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK"), and PRINN K. STANG, M.D. (hereinafter "LESSEE"), successor in interest to DANIEL D. THOMAS, M.D.

WITNESSETH:

WHEREAS, LESSEE has entered into a certain lease dated March 28, 1984, disclosed by a short form of lease recorded August 6, 1984, as Document No. 767595, with 99 Limited Partnership, as lessor (hereinafter "LESSOR"), for a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON
EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF
RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF
THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite B, Merrillville, Indiana (hereinafter "LEASE"); and

WHEREAS, BANK has agreed to make a loan to the LESSOR, secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described and a collateral assignment of the LESSOR'S interest under the LEASE; and

WHEREAS, to induce BANK to make such loan, it is necessary that the LEASE held by LESSEE be subordinated to the lien of the MORTGAGE about to be made by LESSOR.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to LESSEE, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. LESSEE certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the above-described premises and a collateral assignment of LESSOR'S interest under the LEASE: (a) that the LEASE constitutes the entire agreement between LESSEE and LESSOR; (b) that the LEASE is presently in full force and effect and unmodified, except as indicated at the end of this Agreement (that if there have been modifications, the same are in full force and effect as modified and stating the modifications); (c) that no rent under the LEASE has been paid more than 30 days in advance of its due date; (d) that the premises have been completed and that all conditions precedent to the LEASE taking effect have been carried out; (e) that LESSEE has accepted possession, that the lease term has commenced, and that LESSEE is occupying the premises; and (f) that as of this date it has no charge, lien or claim of offset under the LEASE or otherwise, against rents or other charges due or to become due thereunder.

2. LESSEE consents to the collateral assignment of the LEASE by LESSOR to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of LESSOR to BANK, it will pay all installments of rent and any other charges thereafter coming due under the LEASE to the BANK.

3. LESSEE agrees with the BANK that from and after the date hereof, it will not pay any rent under the LEASE more than 30 days in advance of its due date, will not surrender or consent to the modification of any terms of the LEASE, nor to the termination thereof by the LESSOR, and will not seek to terminate it by reason of any act or omission of the LESSOR until the LESSEE shall have given written notice of such act or omission to the BANK (at the last address furnished the LESSEE), and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the BANK shall have the right, but shall not be obligated, to remedy such act or omission.

4. LESSEE agrees that the LEASE is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. LESSEE acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the LEASE in favor of the lien or charge upon the above described premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. LESSEE agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the LEASE upon the same terms and conditions as set forth in the LEASE.

7. LESSEE further agrees that in the event BANK should exercise its rights as a secured party and as collateral assignee of the LEASE, and foreclose upon and sell LESSOR's interest in the LEASE pursuant to the Indiana Commercial Code, judicial sale or otherwise, it will recognize the BANK or any third party as lessor as a result of the purchase of LESSOR's interest in the LEASE, and that it shall attorn to the BANK or any such third party.

8. LESSEE agrees that in the event the BANK, shall succeed to the interest of the LESSOR under the LEASE, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including LESSOR);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which LESSEE might have against any prior landlord (including LESSOR);

(d) bound by any rent or additional rent which LESSEE might have paid for more than the current month to any prior landlord (including LESSOR); or

(e) bound by any amendment or modification of the LEASE made without its consent.


9. BANK agrees that in the event that it should become necessary to foreclose upon the MORTGAGE, the BANK will not terminate the LEASE nor join LESSEE in summary or foreclosure proceedings so long as LESSEE is not in default under any of the terms, covenants, or conditions of the LEASE.

10. LESSEE certifies to BANK the following LEASE modifications, if any:

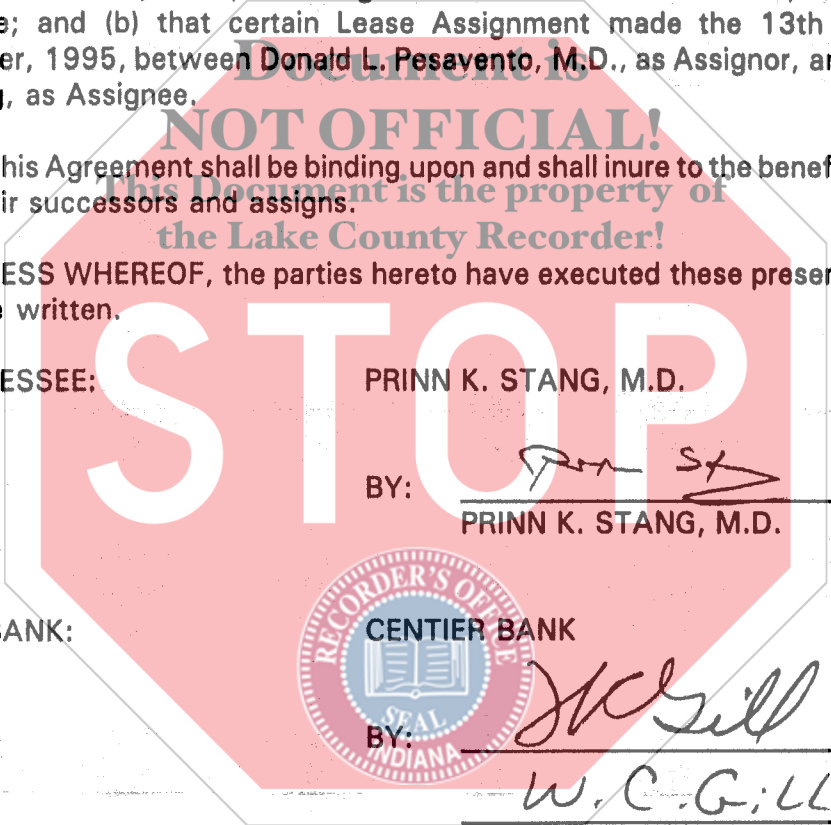
(a) that certain Lease Assignment made the 23rd day of July, 1987, between Daniel D. Thomas, M.D., as Assignor and Donald L. Pesavento, M.D., as Assignee; and (b) that certain Lease Assignment made the 13th day of November, 1995, between Donald L. Pesavento, M.D., as Assignor, and Prinn K. Stang, as Assignee.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

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

LESSEE: PRINN K. STANG, M.D.
BY: 
PRINN K. STANG, M.D.

BANK: CENTIER BANK
BY: 
W.C. GILL
(Printed Name)
Its: Vice President



SUBORDINATION AGREEMENT

THIS AGREEMENT, dated the 9TH day of MARCH, 1999, is executed and provided by C. DONALD EMERY, III, KEVIN SCHMIDT and JAMES CLEMENT (hereinafter "TENANT"), for the reliance and benefit of CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK").

WITNESSETH:

WHEREAS, TENANT is an occupant of a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite E, Merrillville, Indiana (hereinafter the "Premises"); and

WHEREAS, BANK has agreed to make a loan to 99 Limited Partnership (hereinafter "OWNER") secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described; and

WHEREAS, to induce BANK to make such loan, it is necessary that any rights of TENANT in and to the Premises be subordinated to the lien of the MORTGAGE about to be made by OWNER.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to TENANT, the receipt and sufficiency of which is hereby acknowledged, TENANT hereby represents, warrants and covenants as follows:

1. TENANT certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the Premises and a collateral assignment of rents due or payable relating to the Premises: (a) that no rent has been paid more than 30 days in advance of its due date; (b) that the Premises have been completed and that all conditions precedent to TENANT's occupancy of the Premises have been carried out; (c) that TENANT has accepted possession, that the TENANT's right to occupancy of the Premises terminates not later than May 31, 1999 and that TENANT is occupying the Premises; and (d) that as of this date TENANT has no charge, lien or claim of offset against rents or other charges due or to become due as a result of TENANT's occupancy of the Premises.

2. TENANT acknowledges the collateral assignment of rents by OWNER to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of OWNER to BANK, it will pay all installments of rent and any other charges thereafter coming due to the BANK.

3. TENANT agrees with the BANK that from and after the date hereof, it will not pay any rent more than 30 days in advance of its due date.

4. TENANT agrees that any and all of TENANT's rights in and to the Premises including, but not limited to, its right to occupy the Premises is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. TENANT acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of any and all rights of TENANT in and to the Premises in favor of the lien or charge upon the Premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. TENANT agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (if any) of its right to occupy the Premises.

7. TENANT agrees that in the event the BANK, shall succeed to the interest of the OWNER, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including OWNER);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which TENANT might have against any prior landlord (including OWNER); or
- (d) bound by any rent or additional rent which TENANT might have paid for more than the current month to any prior landlord (including OWNER).

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

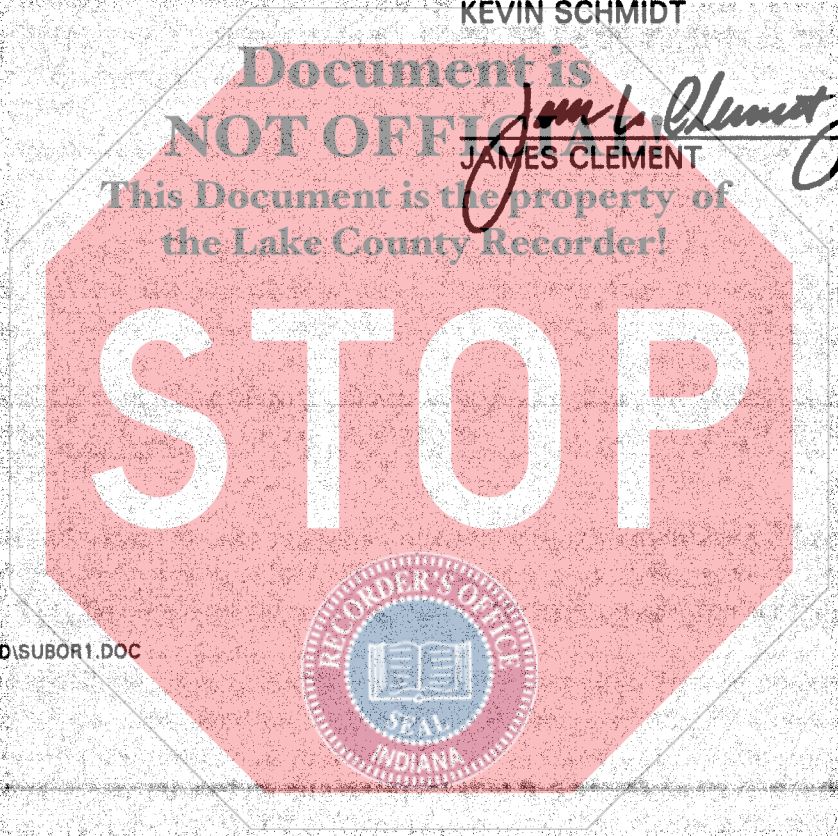
IN WITNESS WHEREOF, the TENANT has executed these presents the day and year first above written.

TENANT:


C. DONALD EMERY, III


KEVIN SCHMIDT


JAMES CLEMENT



I:\DMH\CLIENTS2\99LTD\SUBOR1.DOC

SUBORDINATION AGREEMENT

THIS AGREEMENT, dated the 9th day of MARCH, 1999, is executed and provided by BRIAN WOODWARD & ASSOCIATES, P.C. (hereinafter "TENANT"), for the reliance and benefit of CENTIER BANK, with offices at 150 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter "BANK").

WITNESSETH:

WHEREAS, TENANT is an occupant of a portion of the building located on the following-described real estate located in Lake County, Indiana, to wit:

LOT 3 IN RESUBDIVISION OF LOT "H" IN REVISION OF PLAT OF ENVIRON EXECUTIVE CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT OF RESUBDIVISION, RECORDED IN PLAT BOOK 55 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and commonly known as 99 E. 86th Avenue, Suite G, Merrillville, Indiana (hereinafter the "Premises"); and

WHEREAS, BANK has agreed to make a loan to 99 Limited Partnership (hereinafter "OWNER") secured by a real estate mortgage, assignment of rents and security agreement (hereinafter "MORTGAGE") on and covering the premises above described; and

WHEREAS, to induce BANK to make such loan, it is necessary that any rights of TENANT in and to the Premises be subordinated to the lien of the MORTGAGE about to be made by OWNER.

NOW, THEREFORE, for the reasons set forth above, and in consideration of One and 00/100 Dollars (\$1.00) paid to TENANT, the receipt and sufficiency of which is hereby acknowledged, TENANT hereby represents, warrants and covenants as follows:

1. TENANT certifies to BANK, holder or proposed holder of a note or notes or other obligations secured or to be secured by the MORTGAGE upon the Premises and a collateral assignment of rents due or payable relating to the Premises: (a) that no rent has been paid more than 30 days in advance of its due date; (b) that the Premises have been completed and that all conditions precedent to TENANT's occupancy of the Premises have been carried out; (c) that TENANT has accepted possession, that the TENANT's right to occupancy of the Premises terminates not later than February 28, 2000 and that TENANT is occupying the Premises; and (d) that as of this date TENANT has no charge, lien or claim of offset against rents or other charges due or to become due as a result of TENANT's occupancy of the Premises.

2. TENANT acknowledges the collateral assignment of rents by OWNER to the BANK, and agrees that upon receipt of notice from the BANK of a default in the payment of said indebtedness of OWNER to BANK, it will pay all installments of rent and any other charges thereafter coming due to the BANK.

3. TENANT agrees with the BANK that from and after the date hereof, it will not pay any rent more than 30 days in advance of its due date.

4. TENANT agrees that any and all of TENANT's rights in and to the Premises including, but not limited to, its right to occupy the Premises is and shall be subject and subordinate to the MORTGAGE to BANK and to all extensions, renewals, modifications, consolidations, rewrites and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.

5. TENANT acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of any and all rights of TENANT in and to the Premises in favor of the lien or charge upon the Premises of the MORTGAGE in favor of BANK, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

6. TENANT agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the MORTGAGE, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (if any) of its right to occupy the Premises.

7. TENANT agrees that in the event the BANK, shall succeed to the interest of the OWNER, the BANK shall not be:

- (a) liable for any act or omission of any prior lessor (including OWNER);
- (b) liable for the return of any security deposit;
- (c) subject to any offsets or defenses which TENANT might have against any prior landlord (including OWNER); or
- (d) bound by any rent or additional rent which TENANT might have paid for more than the current month to any prior landlord (including OWNER).

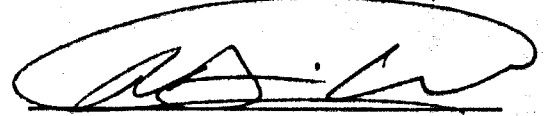
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the TENANT has executed these presents the day and year first above written.

TENANT:

BRIAN WOODWARD & ASSOCIATES, P.C.

By:



R. BRIAN WOODWARD
(Printed Name)

Its:

Pres.



I:\DMH\CLIENTS\2199LTD\SUBOR2.DOC