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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING, RETURN TO: 2007-053240**

2007 JUN 29 PM 1:51

MICHAEL A. BROWN
RECORDER

General Electric Capital Corporation
635 Maryville Centre Drive
Suite 120
St. Louis, Missouri 63141
Loan Number: 6323736-001

[Space above reserved for recorder's use only]

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS AGREEMENT is executed as of June 26, 2007 by **PODIATRIC MEDICAL ASSOCIATES, P.C.**, an Indiana corporation ("Lessee"), whose address is 303 W. 89th Avenue, Suite E3, Merrillville, Indiana 46410, in favor of **GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION** ("Lender"), whose address is 10900 NE 4th Street, Suite 500, Bellevue, Washington 98004.

RECITALS

A. Broadwest Comprehensive Medical Partnership, an Indiana general partnership ("Lessor") and Lessee have entered into a certain Lease Agreement dated September 5, 2003 (the "Lease"), pursuant to which Lessor has leased to Lessee the premises described on Exhibit A (the "Leased Premises"). Concurrently herewith, Prior Lessor has assigned all of its rights and interests under the Lease to **FGPTT PROPERTIES, LLP**, an Indiana limited liability partnership ("Lessor").

B. Lessee has been advised that the Lease has been or will be assigned to Lender as security for a loan to Lessor (the "Loan") secured by a mortgage (the "Mortgage") to be recorded concurrently herewith covering the Leased Premises.

C. A condition precedent to Lender's disbursement of the proceeds of the Loan is that Lessor obtain this Agreement from Lessee in order to confirm certain matters and to subordinate the Lease and Lessee's interest in the Leased Premises to the lien of the Mortgage.

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D. It will be of benefit to Lessee if Lender disburses the proceeds of the Loan to Lessor.

Now, therefore, Lessee agrees as follows:

1. Lessee represents and warrants to Lender as follows:

- a. The Lease has not been amended or modified, and the Lease is in full force and effect;
- b. The term of the Lease commenced on September 1, 2003, and will expire on August 31, 2008;
- c. The current monthly rent payable under the Lease is \$ 1,200.⁰⁰;
- d. In addition to the monthly rent, the Lease obligates Lessee to pay or to reimburse Lessor for all taxes, insurance premiums and operating and maintenance expenses with respect to the Leased Premises;
- e. All of the improvements to the Leased Premises have been constructed in accordance with the terms of the Lease, and Lessee is in full occupancy of the Leased Premises; and
- f. Lessor is not in default of any of its obligations under the Lease and no events have occurred which with notice, the expiration of any time period, or both would constitute a default by Lessor under the Lease.

2. Lessee shall promptly provide Lender at its Middle Market Risk/Operations Department, 10900 N.E. 4th St., Suite 500, Bellevue, WA 98004, with a written notice of any default on the part of the Lessor under the Lease, and Lessee hereby grants to Lender the option to cure said default within a reasonable length of time. Lessee further agrees that it shall not abate any of the rents payable under the Lease or terminate the Lease during any period that Lender is proceeding to cure any such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Leased Premises and cure any such default.

3. Without the prior written consent of Lender, Lessee shall not (a) amend, modify, or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one (1) month in advance; (c) accept Lessor's waiver of or release from the performance of any obligations under the Lease; (d) assign the Lease or sublet any portion of the Leased Premises; (e) collaterally assign or mortgage its leasehold interest under the Lease; (f) abate or offset any of the rents payable under the Lease for any reason; or (g) terminate the Lease for any reason.

4. Should Lender advise Lessee that Lessor is in default in the indebtedness to Lender and request that payment of all future rentals be made directly to Lender, Lessee shall make all future rental payments under the Lease directly to Lender until instructed otherwise by

Lender. Lessee shall not be liable to Lessor for any rental payments actually paid to Lender pursuant to this Section 4.

5. Notwithstanding anything in the Lease or any other document to the contrary, Lessee hereby agrees that the Lease and all right, title and interest of Lessee in, to and under the Lease is now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage. Lessee hereby agrees that Lender shall not be bound by any nondisturbance provisions in the Lease. Lessee hereby agrees that, for so long as the Mortgage is a lien on the Leased Premises, Lessee will not subordinate the estate of Lessee in the Lease to any other mortgages or deeds of trust or any other security instruments.

6. If Lender shall become the owner of the Leased Premises, or if the Leased Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage, or if the Leased Premises shall be transferred by deed in lieu of foreclosure, then at Lender's sole option (i) the Lease shall continue in full force and effect as a direct lease agreement between Lessee and the then owner of the Leased Premises (including Lender or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, and (ii) Lessee shall attorn to Lender or any other such owner as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments. From and after Lender's or such other's owner's succession to the interest of Lessor under the Lease if Lender or such other owner does not elect to terminate this Lease, Lessee shall have the same remedies against Lender or such other owner for the breach of any covenant contained in the Lease that Lessee might have had under the Lease against Lessor, except that neither Lender nor any other such owner shall be:

- a. liable for any act or omission of, or for the performance of any obligation of, any prior lessor (including Lessor), including without limitation any obligation to repair, restore or expand any part of the Leased Premises; or
- b. subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); or
- c. bound by any prepayment of rent or additional rent which Lessee might have paid for more than the current month or by payment of any security deposits to any prior lessor (including Lessor), except such security deposits as have actually been received by Lender; or
- d. bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given without the written consent of Lender or any subsequent holder of the Mortgage; or
- e. bound by any representations or warranties of Lessor under the Lease.

7. Notwithstanding anything contained herein to the contrary, in the event Lender or any other person or entity acquires the Leased Premises pursuant to a foreclosure of the Mortgage, Lender or such other person or entity shall have the right to terminate the Lease upon thirty (30) days written notice to Lessee.

8. To the extent of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall govern and control and this Agreement constitutes an amendment to the Lease to the extent of any such conflict.



IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Dated as of the date first above written.

LESSEE:

PODIATRIC MEDICAL ASSOCIATES, P.C.,
an Indiana corporation

By: SK Grandfield
Print: Stephen K. Grandfield
Its: president

Lessor joins in the execution of this document for the purpose of acknowledging and confirming the matters herein set forth.

Document is NOT OFFICIAL!
This Document is the property of the LaPorte County Recorder!

LESSOR:

FGPTT PROPERTIES, LLP,
an Indiana limited liability partnership,

By: SK Grandfield
Print: Stephen K. Grandfield
Its: general partner

Exhibits:

Exhibit A - Leased Premises



STATE OF Indiana §
COUNTY OF Lake §

Before me, a notary public in and for said County and State, personally appeared Dr. Stephen K. Grandfield of **PODIATRIC MEDICAL ASSOCIATES, P.C.**, an Indiana corporation, and acknowledged that he executed the foregoing instrument for and on behalf of said company, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial seal this 20th day of June, 2007.

My Commission Expires:
October 28, 2014
Public

Signature: Angela D. Leach
Printed: Angela D. Leach, Notary
Residing in Newton County, Indiana

(SEAL)



STATE OF Indiana §
COUNTY OF Lake §

Before me, a notary public in and for said County and State, personally appeared Dr. Stephen K. Grandfield Outner of **FGPTT PROPERTIES, LLP**, an Indiana limited liability partnership, and acknowledged that he executed the foregoing instrument for and on behalf of said company, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial seal this 26th day of June, 2007.

My Commission Expires:
October 28, 2014
Public

Signature: Angela D. Leach
Printed: Angela D. Leach, Notary
Residing in Newton County, Indiana

(SEAL)



EXHIBIT "A"

Legal Description

Parcel 4-A in Broadwest Medical Surgical Center, being a Planned Unit Development of Lots 4 & 5 in Broadwest Center, recorded in Plat Book 73, Page 17 in the Office of the Recorder of Lake County, Indiana.

