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

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

2007 053246

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN 29 PM 1:51

MICHAEL A. BROWN
RECORDER

[Space above reserved for recorder's use only]

**SUBORDINATION, NONDISTURBANCE, ATTORNMENT
AND LESSEE-LESSOR ESTOPPEL AGREEMENT**

NOT OFFICIAL!

THIS AGREEMENT is made effective as of June ²⁸ of 2007, by and between **DIVERIS ORTHOPEDICS AND SPORTS MEDICINE, PC**, an Indiana corporation ("Lessee"), whose address is 333 W. 89th Avenue, Suite W-1, Merrillville, Indiana 46410, **FGPTT PROPERTIES, LLP**, an Indiana limited liability partnership ("Lessor"), whose address is 315 W. 89th Avenue, Merrillville, IN 46410, and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("Lender") whose address is 635 Maryville Centre Dr., Suite 120, St. Louis, Missouri 63141.

RECITALS

A. Lessee is the present lessee under a lease, as amended (the "Lease") dated March 1, 2007 made by Lessee and **Broadwest Comprehensive Medical Partnership**, an Indiana general partnership ("Prior Lessor") demising a portion of the premises described on Exhibit A (the "Leased Premises").

B. Lessee has been advised that the Lease has been or will be assigned to Lender as security for a loan (the "Loan") secured by a mortgage (the "Mortgage") to be recorded concurrently herewith covering the Leased Premises. Concurrently herewith, Prior Lessor has assigned all of its rights and interests under the Lease to Lessor.

Metropolitan (11)

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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.

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

NOW, THEREFORE, for and in consideration of the recitals listed above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed by Lessee:

1. Lessee represents and warrants to Lender as follows:

- a. Lessee has accepted possession and is in occupancy of the Leased Premises pursuant to the terms of the Lease, and the Lease is in full force and effect.
- b. The improvements and space required to be furnished according to the Lease have been completed in all respects, and Lessee hereby waives any and all rights and remedies which Lessee may have against Lessor (including, without limitation, any right to terminate the Lease) as a result of any breach by Lessor of any of its construction related obligations under the Lease; provided, however, that Lessee does not waive its rights with respect to the Nursing Station Work; as defined in Section 7.2 of the Lease.
- c. The Lease has not been modified, altered, or amended, except by that certain Agreement Regarding Option to Terminate dated March 1, 2007, executed by Prior Lessor and Lessee (the "Termination Agreement").
- d. There are no offsets or credits against rentals, nor have rentals been prepaid except as provided by the terms of the Lease.
- e. Rental commenced to accrue on March 1, 2007, current monthly rent is \$3,372.91, and there is currently no outstanding unpaid rent. The primary term of the Lease commenced on March 1, 2007 and expires on February 29, 2012.
- f. Lessee has no notice of a prior assignment, hypothecation or pledge of rents on the Lease.

Lessee has no claims to or interest in the Leased Premises legal or equitable, or any contract or option therefor other than as a lessee under the Lease. The Lease does not contain and Lessee does not have an outstanding option to purchase the Leased Premises or an outstanding option to extend or renew the term of the Lease except one (1) option to extend for five (5) years,

- h. The existing parking facilities at the Leased Premises satisfy the requirements of the Lease.
- i. Lessor is not in default of any of its obligations under the Lease and no events have occurred which, with notice, the passage of time or both, would constitute a default in any of Lessor's obligations under the Lease.
- j. Lessee has paid Lessor \$ -0- as a security or similar type deposit.

2. Lessee shall promptly provide Lender at 635 Maryville Centre Dr., Suite 120, St. Louis, Missouri 63141, 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 thirty (30) days after Lender's receipt of such notice. Lessee further agrees that it shall not invoke any of its rights and remedies under the Lease or any other remedies available to Lessee at law or in equity, provided 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) modify the terms of the Lease so as to reduce the rent payable under the Lease, decrease the term of the Lease, or increase the material economic obligations of Lessor under the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one month in advance; (c) agree with Lessor to terminate the Lease (except that nothing herein shall limit any unilateral right of Lessee to terminate the Lease as set forth in the Termination Agreement); or (e) mortgage, pledge, further subordinate or encumber any interest under the Lease.

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 (including, without limitation, all rights of refusal and purchase options) 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.

6. To the extent that the Lease shall entitle Lessee to notice of any deed of trust, this Agreement shall constitute such notice to Lessee with respect to the Mortgage and Lessee hereby waives notice of any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Mortgage.

7. The terms "holder of any deed of trust/mortgage on the fee title of the building", "fee deed of trust/mortgage", "holder of a deed of trust/mortgage" or any similar terms in the Lease

shall be deemed to include Lender, its successors and assigns, including anyone who shall have succeeded to Lessor's interest by, through or under foreclosure of the Mortgage or deed in lieu of such foreclosure. The terms "deed of trust/mortgage affecting the real property," "deed of trust/mortgage," or any similar terms, shall be deemed to include the Mortgage to be recorded concurrently herewith securing the Loan.

8. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon Lender, Lessor and Lessee, and their successors and assigns.

9. 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 (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 other such owner's succession to the interest of Lessor under the 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 except to the extent that Lessee shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- b. subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor) except to the extent that Lessee shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; 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 rent, additional rent or security deposits as have actually been received by Lender; or
- d. bound by any amendment or modification of the Lease (except for the Termination Agreement) or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given without the prior written consent of Lender or any subsequent holder of the Mortgage; or

e. bound by any representations or warranties of Lessor under the Lease.

10. So long as Lessee is not in default beyond any period given Lessee by the terms of the Lease to cure such default in the payment of rent or additional rent or in the performance of any part of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Leased Premises under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Lender and Lender will not join Lessee as a party defendant in any action or proceeding for the purpose of terminating Lessee's interest and estate under the Lease because of any default under the Mortgage.

11. This Agreement may be executed in counterparts for the convenience of the parties, all of which taken together shall constitute one and the same instrument.

12. The representations and warranties made by Lessee herein are for the sole benefit of Lender and may not be relied upon by Lessor.

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.

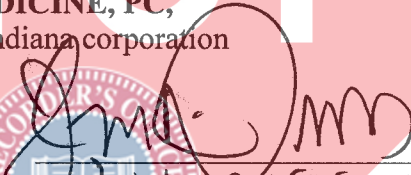
LESSEE:

**DIVERIS ORTHOPEDICS AND SPORTS
MEDICINE, PC,**
an Indiana corporation

By:

Print:

Its:



JOHN M. DIVERIS, MD

PRESIDENT

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation

By: *Irish Rissby*
Print: Irish Rissby
Its: Senior Loan Closing Specialist

Exhibits:


Exhibit A - Leased Premises



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

LESSOR:

FGPTT PROPERTIES, LLP,
an Indiana limited liability partnership

By: 
Print: Dr. George Tsonkovaris
Its: General Partner



STATE OF INDIANA)
)ss.
COUNTY OF LAKE)

Before me, a notary public in and for said County and State, personally appeared JOHN M. DIVERIS, MD of **DIVERIS ORTHOPEDICS AND SPORTS MEDICINE, PC**, 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 28th day of JUNE, 2007.

My Commission Expires:

October 25, 2014

Signature: Trudy R. Tieman
Printed: TRUDY L. TIEMAN, Notary Public
Residing in LAKE County, INDIANA

(SEAL)



STATE OF Missouri)
)ss.
COUNTY OF St. Louis)

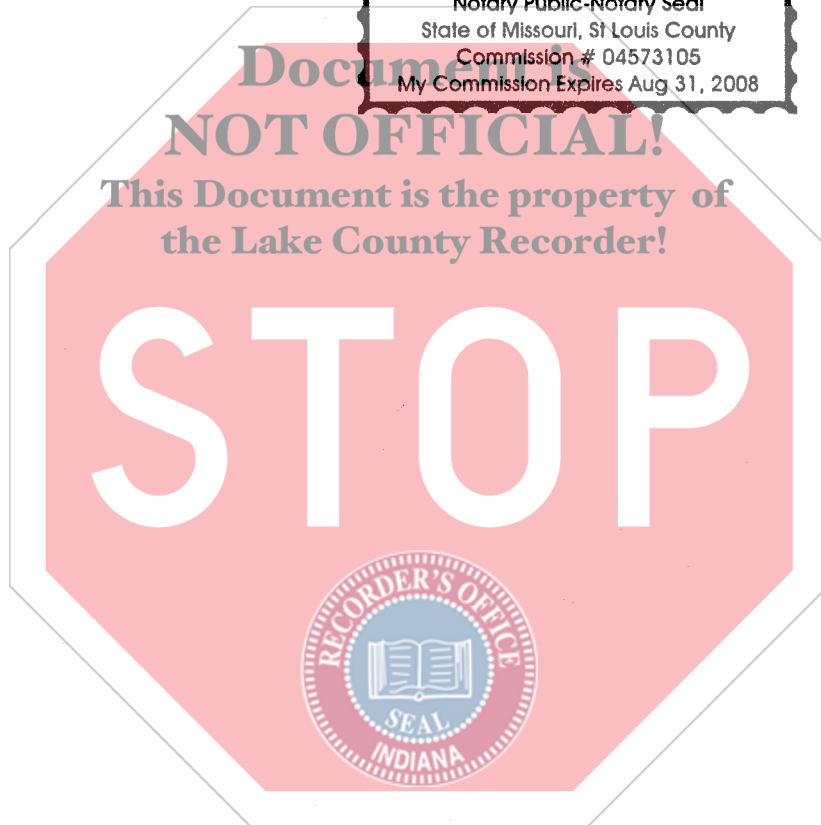
Before me, a notary public in and for said County and State, personally appeared **Trish Rigsby**, **Sr. Loan Closer** of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, and acknowledged that he executed the foregoing instrument for and on behalf of said company, and who, have been duly sworn, stated that the representations therein contained are true.

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

My Commission Expires:

Signature: Amy M Shaw
Printed: Amy M Shaw, Notary Public
Residing in St. Louis County, Missouri

(SEAL)



STATE OF Indiana)
)ss.
COUNTY OF Lake)

Before me, a notary public in and for said County and State, personally appeared Dr. George Soutouris, General Partner 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 20th day of June, 2007.

My Commission Expires:
October 28, 2014
(SEAL)

Signature: [Signature]
Printed: Angela P. Leach, Notary Public
Residing in Newton County, Indiana

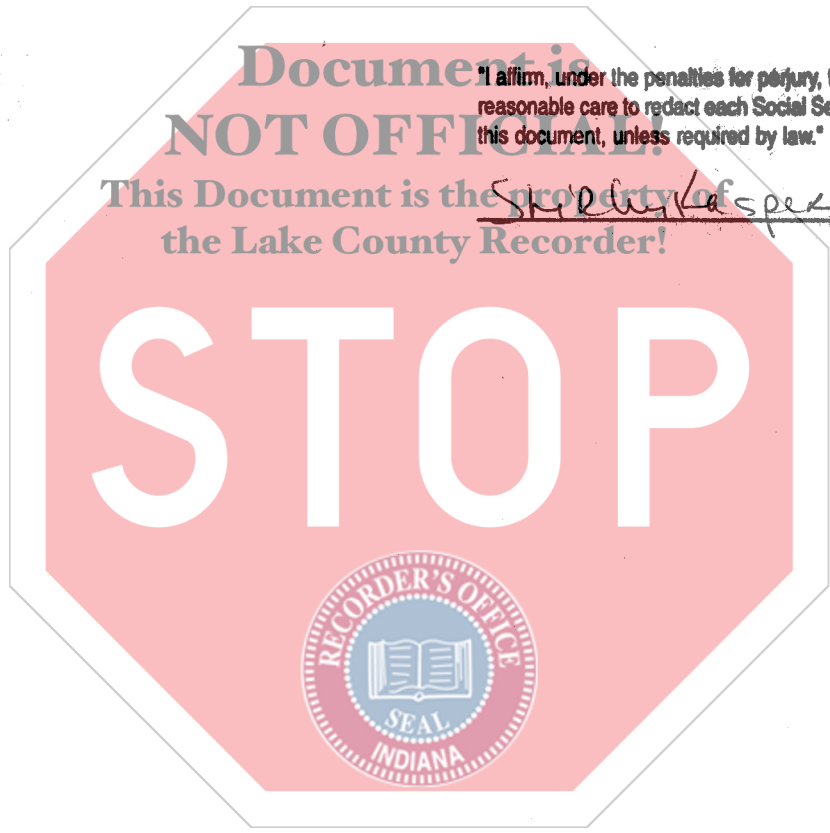


EXHIBIT "A"

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.

