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MEMORANDUM OF LEASE

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THIS MEMORANDUM OF LEASE is made and entered into as of the 31st day of January, 2008, by and between Dyer Medical Partners, LLC an Indiana limited liability company (the "Landlord"), and Nephrology Associates of Northern Illinois, Ltd., an Illinois corporation, (the "Tenant"):

WITNESSETH

1. Landlord and Tenant have entered into a certain "Lease Agreement" (the "Lease") on November 8, 2007. Tenant has leased from Landlord approximately 11,700 square feet in a building to be constructed on the real estate leased by Landlord pursuant to the provisions of that certain Ground Lease entered into by and between Landlord, as lessee, and Sisters of St. Francis Health Services, Inc., as lessor, dated December 12, 2006, and recorded on March 2, 2007, as Document Number 2007018769 in the Office of the Recorder of Lake County, Indiana; such real estate is commonly known as St. Margaret Mercy Medical Pavilion South, located in the Town of Dyer, Lake County, Indiana, and more particularly described as follows:

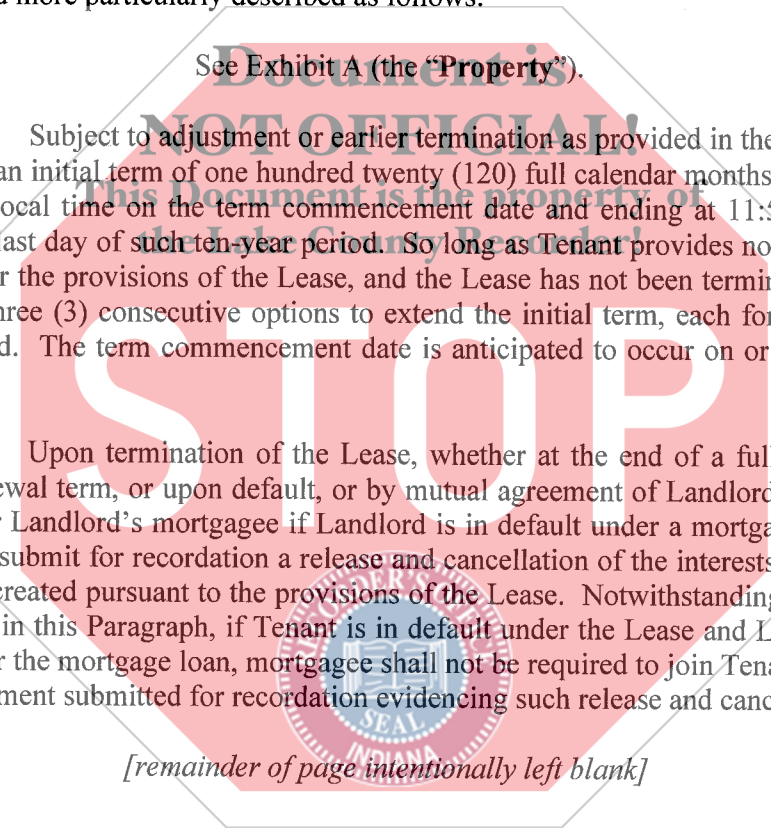
See Exhibit A (the "Property").

2. Subject to adjustment or earlier termination as provided in the Lease, lease terms is for an initial term of one hundred twenty (120) full calendar months beginning at 12:00 a.m. local time on the term commencement date and ending at 11:59 p.m. local time on the last day of such ten-year period. So long as Tenant provides notice, is not in default under the provisions of the Lease, and the Lease has not been terminated, Tenant shall have three (3) consecutive options to extend the initial term, each for a sixty (60) month period. The term commencement date is anticipated to occur on or before April 12, 2008.

3. Upon termination of the Lease, whether at the end of a fully completed term, or renewal term, or upon default, or by mutual agreement of Landlord and Tenant, Landlord (or Landlord's mortgagee if Landlord is in default under a mortgage loan) and Tenant may submit for recordation a release and cancellation of the interests of Landlord and Tenant created pursuant to the provisions of the Lease. Notwithstanding anything to the contrary in this Paragraph, if Tenant is in default under the Lease and Landlord is in default under the mortgage loan, mortgagee shall not be required to join Tenant as a party to any instrument submitted for recordation evidencing such release and cancellation.

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Chicago Title Insurance Company



2008 016073

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 MAR - 4
MICHAEL J. HOLINGA
RECORDER

FILED

MAR - 4 2008

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR


001835

Handwritten initials and numbers: 'ct', '19-', and a signature.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first appearing above.

Landlord:

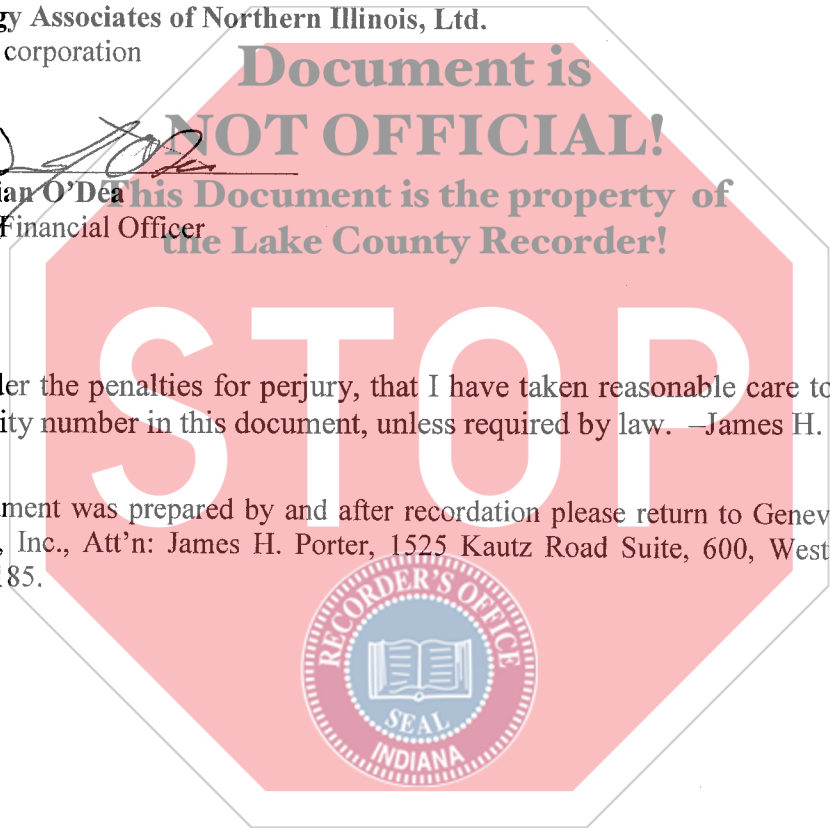
Dyer Medical Partners, LLC,
an Indiana limited liability company
By: Dyer Medical Associates, LLC,
Its Sole Member

By: 
Michael S. Curless
Its: Executive Vice President

Tenant:

Nephrology Associates of Northern Illinois, Ltd.
an Illinois corporation

By: 
Brian O'Dea
Its: Chief Financial Officer



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. —James H. Porter.

This instrument was prepared by and after recordation please return to Geneva Leasing Associates, Inc., Att'n: James H. Porter, 1525 Kautz Road Suite, 600, West Chicago, Illinois 60185.

STATE OF INDIANA)
 Hamilton) ss:
COUNTY OF ~~MARTIN~~)



Sarah E. Kuester
#553566
Hamilton County
My Commission Expires on:
September 11, 2014

I, the undersigned, a Notary Public do hereby certify that **Michael S. Curless**, personally known to me as the duly authorized Executive Vice President of **Dyer Medical Associates**, an Indiana limited liability company, sole member of **Dyer Medical Partners, LLC**, an Indiana limited liability company and the Mortgagor above, appearing before me this day in person, and for and on behalf of **Dyer Medical Partners, LLC**, acknowledged that he signed and delivered the above and foregoing instrument as his free and voluntary act, and the free and voluntary act of **Dyer Medical Partners, LLC**, for the uses and purposes therein set forth.

Given under my hand and official seal this 19 day of ~~January~~^{February}, 2008.

My commission expires: 9/11/14

Notary Public

My county of residence: Hamilton

Sarah E. Kuester
Printed Name

Document is NOT OFFICIAL!

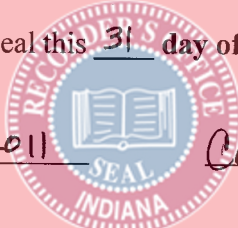
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK

This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public do hereby certify that **Brian O'Dea**, personally known to me as the duly authorized Chief Financial Officer of **Nephrology Associates of Northern Illinois, Ltd.**, an Illinois corporation, appearing before me this day in person, and for and on behalf of **Nephrology Associates of Northern Illinois, Ltd.**, acknowledged that he signed and delivered the above and foregoing instrument as his free and voluntary act, and the free and voluntary act of **Nephrology Associates of Northern Illinois, Ltd.**, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of January, 2008.

My commission expires: 8-6-2011



Notary Public

My county of residence: COOK

Cynthia Parks
Printed Name



Exhibit A

LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 305.11 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 56 SECONDS WEST, A DISTANCE OF 202.08 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 112.08 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 56 SECONDS EAST, A DISTANCE OF 202.08 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 04 SECONDS WEST, A DISTANCE OF 112.08 FEET TO THE POINT OF BEGINNING.

