

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 MAR -5 AM 9:17

MICHAEL A. BROWN
RECORDER

2008 016074

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

GENEVA LEASING ASSOCIATES, INC
Attention: James H. Porter
1525 Kautz Road, Suite 600
West Chicago, Illinois 60185

(Space Above for Recorder's Use)

620075247 CM

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), made and entered into as of this 31th of **January, 2008**, by and between Geneva Leasing Associates, Inc., its participants, successors and assigns ("Lender"), and Nephrology Associates of Northern Illinois, Ltd., an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, Nephrology Associates of Northern Illinois, Ltd., as Tenant, and Dyer Medical Partners, LLC, as Landlord, heretofore entered into a certain Lease, dated November 8, 2007 (herein called "Lease") as evidenced by a memorandum thereof, recorded the ___ day of ___, 2008, as Instrument No. ___ in the Office of the Recorder of Lake County, Indiana, demising to Tenant those certain premises described in the Lease which premises are a part of the real property and improvements thereon located on the real property described on Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, with regard to the Property, Landlord, as lessee, has entered into a certain Ground Lease, (herein called "Ground Lease") made 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; and

WHEREAS, Landlord is executed and delivered to Lender a Mortgage ("Mortgage") of the Property as security for certain indebtedness, together with any and all advances made thereunder, all interest thereon and any renewals or extensions thereof ("Mortgage Debt"), and more fully described in the Mortgage; and

WHEREAS, as a condition precedent to entering into or continuing the Lease, Lender has required that the Lease and the rights of Tenant thereunder be subordinated and made subject to the lien of the Mortgage upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, in consideration of the foregoing premises and of the agreements herein contained, and in compliance with the requirements contained in the Mortgage and related Loan Documents (as such term is defined and described in the Mortgage), it is agreed as follows:

Chicago Title Insurance Company
Memo # 2008-016073
Lease

22
BB

1. Subject to the provisions stated in Section 2, Tenant hereby agrees that the Lease, and the rights of Tenant in, to or under the Lease, shall be and remain in all respects and for all purposes, subject, subordinate and junior in right and interest to the lien of the Mortgage and to the right and interest of the holder of the Mortgage Debt secured thereby whether now or hereafter outstanding, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged, delivered and recorded by the record owner of the Property so as to constitute a first lien of record, and as if the Mortgage Debt had been fully disbursed prior to the execution and delivery of the Lease.

2. Lender hereby agrees that so long as Tenant, its successors, assigns and sublessees, shall not be in default under the provisions of the Lease:

a. The Lease shall remain in full force and effect without impairment of any of the rights of Tenant thereunder, including Tenant's continued right to possession of the Property during the term of the Lease and any extension thereof, and the Lease shall continue with the same force and effect as if the Lender, as landlord, and Tenant, as tenant, had entered into a lease as of the date Lender takes possession of the Property containing the same terms, conditions and the covenants as contained in the Lease.

b. In the event of foreclosure of the Mortgage or sale in lieu of foreclosure or other suit or proceeding under or pursuant to the Mortgage or consequent upon an event of default hereunder, Tenant under the Lease will not be made a party to any such proceeding and the same shall not affect the rights of Tenant under the Lease. Any purchaser of the Property pursuant to any such proceedings or deed in lieu of foreclosure shall take the Property subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original Landlord; provided, however, that such purchaser shall be in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the time that purchaser acquires legal title to or possession of the Property so long as such purchaser remains obligated to cure any continuing landlord default.

3. From and after the date that Lender takes possession of the Property, or upon any foreclosure sale or conveyance in lieu thereof, and if Tenant's right of possession has been preserved as hereinabove provided, Tenant will attorn to Lender (or the purchaser at the foreclosure sale or the grantee pursuant to a deed in lieu of foreclosure, and for the purposes hereof, the term "Lender" shall include such purchaser or grantee) and the Lender will accept such attornment; the Lender will have the same obligations as Landlord had or would have had if the Lender had not taken possession of the Property and the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of rents, for the commission of any waste or for any forfeiture, as the Landlord had or would have had. From and after the time of such attornment, Tenant shall have the same remedies against the Lender who shall be in possession of the Property for the breach of any covenant or agreement contained in the Lease that Tenant might have had against the Landlord; provided, however, that the Lender shall not be (a) liable for any prior act or omission of Landlord or

return of any security deposit unless such deposit has been delivered to Lender; (b) subject to any offsets or defenses which Tenant might have against Landlord; or (c) liable for any rent or additional rent which Tenant might have paid in advance to the Landlord.

4. Lender shall not be bound by any modification or amendment of the Lease unless Lender has given its consent to such modification or amendment in writing, which consent shall not be unreasonably withheld, except that no such modification or amendment shall decrease the rent as stated in the Lease, shorten the term of the Lease, or increase or add to the obligations of Landlord.

5. Unless a default or event of default with regard to the Mortgage Debt shall have occurred and be continuing, Lender agrees to permit the application of (a) all insurance proceeds derived from any policy of insurance carried by Landlord under the terms of the Lease to the restoration of the Property in accordance with the Lease; and (b) all proceeds resulting from any condemnation to the restoration or reconstruction of the Property in accordance with the Lease.

6. This instrument shall constitute acknowledgment by Tenant of notice of the existence of the Mortgage as a mortgage lien upon the Property and of the name and address of Lender as mortgagee. Upon assignment by Lender of its interest as mortgagee under the Mortgage, all rights of Lender shall immediately inure to its assignee.

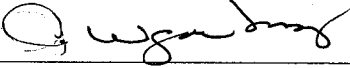
7. This instrument shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“Lender”

Geneva Leasing Associates, Inc.

By: 
A. Wayne Massey
Its: President

Address: 1525 Kautz Road
Suite 600
West Chicago, IL 60185

“Tenant”

Nephrology Associates of Northern Illinois, Ltd.

By: 
Brian O'Dea
Its: Chief Financial Officer

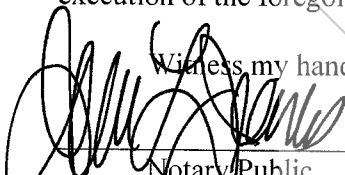
Address: 855 Madison Street
Oak Park, IL 60302

STATE OF ILLINOIS)
) ss:
COUNTY OF DuPAGE)



Before me, a Notary Public in and for said County and State, personally appeared **A. Wayne Massey**, known to me to be the **President** of **Geneva Leasing Associates, Inc.**, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 27th day of February, 2008.


Notary Public
Dena L. Jeanes
Printed Name



My Commission Expires: 5.10.08
Resident of Kane County

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared **Brian O'Dea**, known to me to be the **Chief Financial Officer** of **Nephrology Associates of Northern Illinois, Ltd.**, an Illinois corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 31th day of January, 2008.

Cynthia Parks
Notary Public
Cynthia Parks
Printed Name

My Commission Expires: 8-6-2011

Resident of: COOK County



Exhibit A
to
Subordination, Nondisturbance and Attornment Agreement
between
Geneva Leasing Associates, Inc. ("Lender")
and
Nephrology Associates of Northern Illinois, Ltd. ("Tenant")

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.

