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LEASE

THIS LEASE is made and entered into this 1st day of November, 2006 (the "Commencement Date"), by and between BLESSING HOSPITAL, an Illinois not for profit corporation ("Tenant") and Q P & S CLINIC, S.C., doing business as the Quincy Medical Group, an Illinois professional services corporation ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord are parties to that certain Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement"), pursuant to which Tenant is acquiring certain assets of Landlord, some of which are located in the Premises (defined herein) and are used in the operation of an ambulatory surgical facility.

WHEREAS, Tenant has agreed to lease from Landlord and Landlord has agreed to lease to Tenant certain space in Landlord's building located at 1118 Hampshire Street, Quincy, Illinois 62301, as hereinafter described, in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, Landlord and Tenant, for and in consideration of foregoing Recitals which are fully incorporated herein by reference, and the keeping by the parties of their respective obligations hereinafter contained, as well as for other good and valuable consideration, in hand paid with the execution and delivery of this Lease, receipt whereof is hereby acknowledged, agree as follows:

1. Demise; Description of Premises. On the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the performance by Tenant of the covenants and agreements to be kept and performed by Tenant, Landlord does lease, let and demise to Tenant, and Tenant hereby leases from Landlord a portion of the third floor ("Premises") of Landlord's building located at 1118 Hampshire Street, Quincy, Illinois 62301 (the "Building"), the floor plan of which is attached as Exhibit A hereto and made a part hereof. The Premises contain approximately 21,806 rentable square feet. The Building is located on a tract of land legally described as set forth in Exhibit A-1 (the "Real Estate"). In addition to Landlord's access to the Premises set forth hereinbelow, Landlord reserves a right of access between the third floor elevator and stairwells and the portion of the third floor not leased to Tenant for ingress and egress thereto.

2. Term.

(a) The initial term of this Lease (the "Initial Term") shall be one hundred and twenty (120) complete months, commencing on the Commencement Date and ending on the last day of the 120th complete month after the Commencement Date, unless extended or sooner terminated as herein provided (the "Termination Date"). As used herein, "Term" refers to the Initial Term and to any extension of the Initial Term as hereinafter provided.

(b) Landlord shall deliver possession of the Premises to Tenant as of the Commencement Date. Tenant agrees to take and accept the Premises strictly "AS IS, WHERE

IS," and Tenant's taking possession of the Premises shall be deemed conclusive evidence that the Premises, Building and Real Estate are in good and satisfactory condition when possession of the Premises is so taken. To the fullest extent permitted by law, Landlord hereby disclaims any representation or warranty, express or implied, with respect to the condition or fitness of the Premises, Building or Real Estate either generally or for a specific purpose.

(c) Tenant acknowledges that neither Landlord nor agent or representative of Landlord has made any promise, covenant, representation or warranty that Landlord will alter, remodel, repair or improve the Premises, Building or Real Estate.

(d) Landlord grants to Tenant the option to extend the Initial Term for two (2) additional periods of five (5) years each (each, an "Extension Option"). Provided Tenant is not then in default beyond the expiration of any notice or cure period available to Tenant under the terms of this Lease, Tenant may exercise each Extension Option by delivering to Landlord written notice of the exercise not less than nine (9) months prior to the Termination Date then in effect. If Tenant exercises an Extension Option as aforesaid, this Lease will continue on the same terms and conditions for five (5) additional years, and the parties will execute a memorandum setting forth the extended term and the extended Termination Date, except Minimum Rent shall be adjusted for increase, if any, in the CPI (as defined herein) at the commencement of each extended term.

3. Rent.

(a) Commencing as of the Commencement Date and continuing without interruption, deduction or setoff, Tenant covenants to pay to Landlord, as minimum rent ("Minimum Rent") for the Premises Five Hundred Thirty Nine Thousand, Eight Hundred Twenty-One and Fifty/100 Dollars (\$539,821.50), payable in equal monthly installments (hereinafter referred to as "Monthly Minimum Rent") of Forty-Four Thousand Nine Hundred Eight-Five Dollars (\$44,985.00.00), in advance on the first day of the Term and on the first day of each calendar month thereafter of the Term, and at the same rate for fractions of a month if the Term begins on any day except the first day of a calendar month or ends on any day except the last day of a calendar month, prorated on a per diem basis. Minimum Rent and Additional Rent are sometimes referred to herein as "Rent".

(b) As of January 1, 2012, Minimum Rent will be increased by an amount equal to the Base CPI multiplied by the percentage increase, if any, in the CPI for January 1, 2012 over the Base CPI (said amount being hereinafter referred to as the "CPI Adjustment"), which amount is determined by utilizing the following formula:

CPI Adjustment equals the product of (a) the Base CPI multiplied by (b) a fraction (i) whose numerator is the amount by which (A) the CPI for January 1, 2012 exceeds (B) the Base CPI and (ii) whose denominator is the Base CPI;

or fifteen percent (15%) whichever is greater.

(i) For purposes of this Lease,

Term,

(1) "Adjustment Date" means each January 1 falling within the

(2) "Adjustment Year" means each calendar year during which an Adjustment Date falls,

(3) "Base CPI" means CPI for the month prior to the Commencement Date, and

(4) "CPI" means the Consumer Price Index for All Urban Consumers, All Items (CPI—U) (base index year 1982 84=100) U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made by Landlord in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised. If the Consumer Price Index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable Landlord to make the adjustment referred to in the preceding sentence, then Landlord will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a university, a major bank or other financial institution or a comparable and recognized financial publication.

(ii) Landlord shall furnish Tenant a notice (a "CPI Notice") showing the CPI and the amount of Tenant's CPI Adjustment for each Adjustment Year after Landlord has ascertained the CPI to be used in calculating the CPI Adjustment for such Adjustment Year. Tenant shall commence payments of monthly installments of the CPI Adjustment on the first day of the first calendar month following Landlord's delivery of the first CPI Notice hereunder. On such date, and on or before the first day of each calendar month thereafter of the Adjustment Year covered by such CPI Notice, Tenant shall pay to Landlord one-twelfth (1/12) of the CPI Adjustment shown in the CPI Notice. Within thirty (30) days following Landlord's delivery of a CPI Notice for an Adjustment Year in progress, Tenant shall also pay Landlord a lump sum equal to the CPI Adjustment shown in the CPI Notice less the sum of (A) any previous payments on account of the CPI Adjustment made with respect to such Adjustment Year and (B) monthly installments on account of the CPI Adjustment due for the remainder of such Adjustment Year. In the event Tenant has overpaid the CPI Adjustment, amounts previously paid by Tenant in excess of the CPI Adjustment shall be credited against installments of the CPI Adjustment payable after the date of the CPI Notice until exhausted. Until such time as Landlord furnishes a CPI Notice for an Adjustment Year, Tenant shall continue to pay monthly installments of the CPI Adjustment in the amount shown by the most recent CPI Notice. Landlord's failure to send to Tenant a CPI Notice will not bar Landlord's right to collect the CPI Adjustment for any such period.

(c) All payments of Rent shall be made by Tenant to Landlord at 11th & Broadway Street, P.O. Box 7005, Quincy, Illinois 62305-7005 or as otherwise directed from time

to time by Landlord's written notice. Concurrently with the execution hereof, Tenant shall pay Landlord Monthly Minimum Rent for the first full calendar month of the Term.

4. Additional Rent for Expenses and Taxes. Tenant understands that the Rent does not include reimbursement to Landlord for Expenses and Taxes, as set forth in this Section 4. Therefore, in order that the Rent payable under this Lease shall reflect any such costs, Tenant agrees to pay as additional rent ("Additional Rent"), the Rent Adjustments (as defined below) as set forth in this Section 4.

(a) Tenant shall pay Rent Adjustments for each Adjustment Year determined as hereinafter set forth. Rent Adjustments payable by Tenant with respect to each Adjustment Year shall include the following amounts:

(i) the product of Tenant's Proportionate Share multiplied by the amount of Taxes for such Adjustment Year (said product being hereinafter referred to as the "Tax Adjustment"); plus

(ii) the product of Tenant's Proportionate Share multiplied by the amount of Expenses for such Adjustment Year (said product being hereinafter referred to as the "Expense Adjustment", which together with the Tax Adjustment, shall be referred to as "Rent Adjustment").

(b) Tenant shall make payments on account of Tax Adjustment and Expense Adjustment (the aggregate of such payments with respect to any Adjustment Year being hereinafter referred to as the "Rent Adjustment Deposit") as follows:

(i) Prior to each Adjustment Date and from time to time during the Adjustment Year in which such Adjustment Date falls, Landlord shall deliver to Tenant a written notice (each, a "Projection Notice") setting forth (A) Landlord's reasonable estimates, forecasts or projections (collectively, the "Projections") of both the Taxes and Expenses for such Adjustment Year and (B) Tenant's Rent Adjustment Deposits with respect to the Tax Adjustment and Expense Adjustment components of Rent Adjustments for such Adjustment Year based upon the Projections. If during any Adjustment Year (i) any rentable space in the Building shall be unoccupied, and/or (ii) the tenant or occupant of any space in the Building undertook to perform work or services in lieu of having Landlord perform the same and the cost thereof would have been included in Expenses, then, in any such event, the amounts included in Expenses for such period which vary based on occupancy shall be increased to reflect the Expenses that would have been incurred if such space in the Building had been occupied or if Landlord had performed such work or services, as the case may be.

(ii) Tenant shall commence payments of monthly installments of Rent Adjustment Deposits on the first day of the first calendar month during the Term following Landlord's delivery of the first Projection Notice hereunder. On such date, and on or before the first day of each calendar month thereafter of the Adjustment Year covered by such Projection Notice, Tenant shall pay to Landlord one-twelfth (1/12) of the Rent Adjustment Deposits shown in the Projection Notice. Within thirty (30) days following Landlord's delivery of a Projection Notice for an Adjustment Year in progress, Tenant also shall pay Landlord a lump sum equal to

the Rent Adjustment Deposits shown in the Projection Notice less the sum of (A) any previous payments on account of Rent Adjustment Deposits made with respect to such Adjustment Year and (B) monthly installments on account of Rent Adjustment Deposits due for the remainder of such Adjustment Year. Until such time as Landlord furnishes a Projection Notice for the next Adjustment Year, Tenant shall continue to pay monthly installments of Rent Adjustment Deposits in the amount shown by the most recent Projection Notice or, if the Tax and Expense Adjustment for the Adjustment Year covered by such Projection Notice has been determined, one-twelfth (1/12) of such Tax and Expense Adjustment, whichever is greater.

(c) The following readjustments shall be made by Landlord and Tenant for Expense Adjustment and Tax Adjustment:

(i) Within one hundred fifty (150) days after the end of each Adjustment Year, Landlord shall notify Tenant in writing (any such notice hereinafter referred to as "Landlord's Expense Statement") of the actual amount of Expenses to be used in calculating the Expense Adjustment for such Adjustment Year and Tenant's Expense Adjustment for such Adjustment Year. If the Expense Adjustment owed for such Adjustment Year exceeds the Expense Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year, then Tenant, within thirty (30) days after the date of Landlord's Expense Statement, shall pay to Landlord an amount equal to the excess of the Expense Adjustment over the Expense Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year. If the Expense Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year exceeds the Expense Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Expense Statement, or, at its option, may credit such excess to any Rent theretofore due and owing, until such excess has been exhausted. If this Lease expires or is terminated prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Rent for the Adjustment Year in which this Lease expires, provided Tenant has vacated the Premises and otherwise has surrendered the Premises to Landlord in accordance with this Lease and Tenant is not then in default under this Lease..

(ii) Following the end of each Adjustment Year and after Landlord has determined the actual amount of Taxes to be used in calculating the Tax Adjustment for such Adjustment Year, Landlord shall notify Tenant in writing (any such notice hereinafter referred to as "Landlord's Tax Statement") of such Taxes for such Adjustment Year. If the Tax Adjustment owed for such Adjustment Year exceeds the Tax Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year, then Tenant, within thirty (30) days after the date of Landlord's Tax Statement, shall pay to Landlord an amount equal to the excess of the Tax Adjustment over the Tax Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year. If the Tax Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year exceeds the Tax Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Tax Statement, or, at its option, may credit such excess to any Rent theretofore due and owing, until such excess has been exhausted. If this Lease expires or is terminated prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Rent for the Adjustment Year in

which this Lease expires, subject to Tenant's obligations under this Section 4, provided Tenant has vacated the Premises and otherwise has surrendered the Premises to Landlord in accordance with this Lease and Tenant is not then in default under this Lease.

(d) Landlord shall maintain books and records showing Taxes and Expenses in accordance with sound accounting and management practices. Tenant or its representative shall have the right to examine and copy Landlord's books and records showing Taxes and Expenses upon reasonable prior notice and during normal business hours at any time within sixty (60) days following the furnishing by Landlord to Tenant of Landlord's Expense Statement or Landlord's Tax Statement, as the case may be, provided for in this Section 4. Unless Tenant takes written exception to any item within sixty (60) days after the furnishing of Landlord's Expense Statement or Landlord's Tax Statement, as the case may be, containing such item, such Landlord's Statement shall be considered final and accepted by Tenant.

(e) With respect to any Adjustment Year which does not fall entirely within the Term, Tenant shall be obligated to pay as Expense Adjustment and Tax Adjustment for such Adjustment Year only a pro rata share of Expense Adjustment and Tax Adjustment as hereinabove determined, based upon the number of days of the Term falling within the Adjustment Year. Following expiration or termination of this Lease, Tenant shall pay any Rent Adjustments due to Landlord within thirty (30) days after the date of each Landlord's Statement sent to Tenant. Without limitation of other obligations of Tenant which shall survive the expiration of the Term, the obligation of Tenant to pay Rent Adjustments provided for in this Article accruing during the Term shall survive the expiration or termination of this Lease.

(f) In no event shall any Rent Adjustments result in a decrease of Minimum Rent payable hereunder.

(g) All amounts payable by Tenant as or on account of Rent Adjustments shall be deemed to be Rent becoming due under this Lease.

(h) Tenant agrees and acknowledges that Landlord has made no representation, warranty or guaranty relating to the amount of Taxes and Expenses. Tenant has had an opportunity to consult with Landlord with respect to the Taxes and Expenses projected for the operation of the Building but has not relied upon any statements or representations of Landlord or of any agent or affiliate of Landlord in regard thereto in executing this Lease and in agreeing to perform the terms and covenants hereof and shall make no claim against Landlord based thereon.

(i) As used in this Lease,

(i) "Expenses" means

(1) except as otherwise provided, all costs of ownership, management, operation, maintenance and repair of the Common Area, the Building and Real Estate (collectively, the "Project"), as determined by standard accounting principles, and shall include the following by way of illustration and not limitation; heat, water, electricity, sewer and other utility charges, insurance premiums, licenses, permit and inspection fees, lawn and landscaping services, snow and ice removal and the cost of all labor, contracted or otherwise,

materials and other services paid or incurred by Landlord in the operation, maintenance and repair (per Section 10) of the Project during the term hereof, and

(2) the cost as reasonably amortized by Landlord with interest at the per annum rate of eight percent (8%) on the unamortized amount of any capital improvement to the Project that (x) reduces the costs set forth in paragraph (i) above, or (y) is required by Landlord's insurance carrier, or (z) is required to be installed by governmental authorities, including capital improvements that are for health or safety measures.

Expenses shall not include (1) any principal payments or interest expense on any loans secured by mortgages placed on the Building and underlying land, or ground rent, (2) the costs of any work or service performed in any instance for Tenant at Tenant's cost, (3) any cost for which Landlord has received direct reimbursement from Tenant other than by payment of Rent or Additional Rent payments and (4) Tenant's insurance.

(ii) "Taxes" means real estate taxes, general or special assessments, sewer and water rents, rates and charges, transit and transit district taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Project. Notwithstanding anything contained in this clause (ii) to the contrary:

(1) If at any time the method of taxation then prevailing is altered so that any new or additional tax, assessment, levy, imposition or charge or any part thereof is imposed upon Landlord in place or partly in place of any such Taxes or contemplated increase therein, or in addition to Taxes, and is measured by or is based in whole or in part upon the Real Property or the rents or other income therefrom, then all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be included in Taxes levied, assessed or imposed against the Real Property to the extent that such items would be payable if the Real Property were the only property of Landlord subject thereto and the income received by Landlord from the Real Property were the only income of Landlord.

(2) Notwithstanding the year for which any such taxes or assessments are levied, (A) in the case of taxes or special assessments which may be paid in installments, the amount of each installment, plus any interest payable thereon, paid during a calendar year shall be included in Taxes for that year and (B) if any taxes or assessments payable during any calendar year shall be computed with respect to a period in excess of twelve (12) calendar months, then taxes or assessments applicable to the excess period shall be included in Taxes for that year. Except as provided in the preceding sentence, all references to Taxes "for" a particular year shall be deemed to refer to taxes levied, assessed or otherwise imposed for such year without regard to when such taxes are payable.

(3) Taxes shall include any personal property taxes (attributable to the calendar year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances which are components of the Project, and

Tenant shall pay personal property taxes attributable to the furniture, machinery, equipment and other personal property located in the Premises.

(4) Taxes shall not include any fines, penalties or interest payments incurred due to Landlord's failure to make timely payment, except to the extent that Tenant is responsible for any such delay.

(iii) "Rentable Area of the Building" shall mean the sum of the areas on all floors of the Building computed by measuring to the center line of the exterior glass and excluding only public stairs, elevator shafts, flues, stacks, pipe shafts and vertical ducts ("Vertical Penetrations"). No deduction shall be made for columns or projections. The Rentable Area of the Building is approximately 93,788 square feet.

(iv) "Rentable Area of the Premises" shall mean the area of the entire floor measured to the center line of the exterior glass, excluding Vertical Penetrations, plus a proportionate share of mechanical space and lobby and common service areas in the Building. The Rentable Area of the Premises is 21,806 square feet.

(v) "Tenant's Proportionate Share" shall mean the percentage obtained by dividing the Rentable Area of the Premises by the Rentable Area of the Building, or 23.25%; provided, however, that Tenant's Proportionate Share may vary for certain categories of Expenses that are applicable to the Premises but not to all other portions of the Building. Such variable Expenses shall be billed to Tenant on a pro rata basis determined by a fraction, the numerator of which is the area of the Premises and the denominator of which is the total area within the Building for which Landlord incurs such variable Expenses. Landlord shall provide reasonable prior written notice to Tenant of the applicable proportionate share for any such variable Expense category and the basis for determining same. Notwithstanding the foregoing, Tenant's Proportionate Share for fixed Expenses and Taxes shall be 23.25%.

5. Use of Premises.

(a) Tenant shall use the Premises only for an ambulatory surgery center and for other purposes directly related thereto ("Permitted Use"). Tenant agrees to restrict its use to such purposes and not to use, or permit the use of, the Premises for any other purpose without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided that it shall not be unreasonable for Landlord to withhold its consent if the proposed change of use would cause Tenant to compete with Landlord's operations at the Building. Tenant is not obligated to refer patients to Landlord for services. Tenant may refer patients to any other party as Tenant determines. Tenant shall obtain and maintain, at Tenant's sole cost and expense, all licenses, approvals, and permits necessary for the Permitted Use.

(b) Tenant, at its expense, shall comply with (i) all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the Premises regardless of when they become effective, including, without limitation, all Laws pertaining to air and water quality, toxic or hazardous materials and substances, waste disposal, air emissions and other environmental matters

(collectively, "Laws"), (ii) the reasonable requirements of Landlord's insurance carriers for conditions arising after the Commencement Date, (iii) recorded covenants, conditions and restrictions affecting the Building, (iv) all zoning and other land use matters, and utility availability, and (v) any direction of any public officer or officers, pursuant to Laws, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises. Tenant shall not directly or indirectly make any use of the Premises which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. Subject to the terms and conditions of this Lease, if, and to the extent due to Tenant's use of the Premises, improvements to the Premises or the Building are necessary to comply with any of the foregoing or with the requirements of insurance carriers, Tenant shall pay the entire cost thereof.

(c) Tenant covenants: (i) not to permit any illegal practice to be carried on or committed in the Premises; (ii) not to make, use or allow the Premises to be used or occupied for any purposes other than as may be permitted hereunder or in any manner that might invalidate or increase the rate of or make inoperative any policy of insurance of any kind whatsoever at any time carried on the Real Property or the Premises; (iii) not to keep, use or permit to be kept or used in the Premises any inflammable fluids or explosives without the prior written permission of Landlord or engage in hazardous activities; (iv) not to use the Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Building; (v) not to deface or injure the Building; (vi) not to overload the floors; (vii) not to commit or suffer any waste; and (viii) not to install any electrical equipment that overloads lines unless Tenant obtains Landlord's prior written consent and Tenant pays the cost of modifying the electric service to accommodate such equipment.

(d) Tenant, and Tenant's employees, agents, and servants, patients and invitees shall, at all times, observe, perform and abide by such reasonable rules and regulations prescribed by Landlord from time to time during the Term governing the use and occupancy of the Premises, the Building and the Common Areas (as defined below), which rules and regulations are attached as Exhibit B. Landlord may make such reasonable modifications of, and reasonable additions to, the rules and regulations as Landlord hereafter determines to be necessary or advisable, which modifications will be effective after provided in writing to Tenant, but in no event shall such modifications substantially alter Tenant's obligations hereunder. Landlord shall not discriminate against Tenant in the enforcement of such rules and regulations.

6. Common Areas.

(a) The use and occupancy of the Premises shall include the non-exclusive use of the Common Areas. For purposes of this Lease, the term "Common Areas" means all areas, space and improvements provided by Landlord for the common or joint use of Landlord, Tenant, all other Building tenants, and their respective employees, agents, guests, and invitees, including, but not limited to parking facilities (if any) that serve the Building (see the following Section 6(b) for parking). Landlord agrees to maintain, repair or replace, or cause to be maintained, repaired and replaced, the Common Areas and keep the same in a generally clean and sightly and good operating condition and shall regularly remove such rubbish and refuse therefrom.

(b) Tenant and its employees, guests, and invitees shall have the non-exclusive right to use parking spaces in common with other occupants in general areas reasonably designated by Landlord pursuant to the rules and regulations relating to parking adopted by Landlord from time to time. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other occupants in the use of parking facilities. Landlord agrees not to reduce the number of parking spaces existing as of the date of this Lease to a ratio less than that required by the applicable zoning ordinance.

7. Landlord Services.

(a) Landlord shall furnish no services during the Term except such services set forth in Exhibit C ("Landlord Services"), it being understood that Tenant shall be responsible for the provision of all other services to the Premises, including, but not limited to utilities serving the Premises which are or will be separately metered. Tenant shall reimburse Landlord for the cost of Landlord Services in accordance with Section 4.

(b) Tenant shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas, electric or plumbing fixtures. To the extent certain utilities are not separately metered, Tenant shall pay Landlord's reasonable charges for any services in excess of that usually furnished for similar space, which charges shall be due and payable at the same time as the installment of Minimum Rent next due.

(c) Landlord shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any Landlord Service, when such failure to furnish, or delay in furnishing, is occasioned by (i) needed repairs, renewals, or improvements, or in whole or in part by any strike, lockout or other labor trouble, or by inability to secure electricity, gas, water, or other fuel at the Building, provided Landlord uses Landlord's commercially reasonable efforts to make the repairs, renewals or improvements within a reasonable period of time; (ii) any accident or casualty except to the extent caused by the negligence or misconduct of Landlord, its employees, agents and contractors; (iii) the act or default of Tenant; or (iv) any cause or causes beyond the reasonable control of Landlord, except that if such interruption of service shall continue for a period of five (5) consecutive business days, Rent shall abate until such interrupted Landlord Services are restored.

(d) Unless otherwise set forth in this Lease, Tenant shall be responsible, at its sole cost and expense, for the installation, repair, maintenance and use of its own telephone, telecommunications, data, and like systems within the Premises.

8. Repairs; Return of Premises.

(a) Except for ordinary wear and tear, loss by fire or other casualty, damage caused by Landlord, its employees, agents and contractors, and as otherwise provided for in this Lease, Tenant shall, at its expense, keep in good order, condition and repair the Premises and shall promptly and accurately repair all damage to the Premises and replace or repair all glass, doors, fixtures, equipment and appurtenances thereon damaged or broken. Tenant shall also repair the air conditioning, heating, plumbing, electrical and sewage systems which are dedicated to or which serve solely the Premises, if any. In addition, Tenant shall keep the interior of the

Premises in good repair, shall provide and replace all burned out light tubes and bulbs and shall promptly repair any damage caused to the Premises by its acts or negligence or that of its employees, agents, patients, invitees, licensees or assigns. Tenant shall deliver the Premises to Landlord on the Termination Date in the same condition as when received by Tenant, reasonable use, wear and tear, fire or other casualty or acts of God excepted. Landlord shall be responsible for (i) maintaining and keeping in good condition and repair all portions of the Common Area, (ii) maintaining, repairing and replacing, at Landlord's sole cost and expense, the roof, foundation and such portions of the air conditioning, heating, plumbing and electrical systems that do not exclusively serve the Premises, together with the structural components and soundness of the exterior and interior walls and load bearing columns of the Building; (iii) any damage to the Premises to the extent caused by Landlord, its employees, agents and contractors.

(b) Without limiting the foregoing, (i) Landlord shall be required to maintain the interior of the Common Areas and other portions of the Building under Landlord's control and (ii) Tenant shall be required to maintain the interior of the Premises at all times in a manner which would prevent the development of airborne mold, mildew, bacteria, yeast or any other airborne health-impairing microbial organism (collectively, "Toxic Pathogens"). In the event that Toxic Pathogens occur in areas of the Building for which each party has responsibility, such party shall (1) immediately notify the other party and (2) take immediate action to remove the Toxic Pathogens from within such portion of the Building and sterilize the affected area of the Building in accordance with generally accepted practices. If Toxic Pathogens cause damage to the portions of the Building which are maintained by the other party, and such Toxic Pathogens are the result of the responsible party's use of the Building or the Premises, as the case may be, the costs of all repairs and remediation, other than that which is covered by such insurance as Landlord may choose to obtain from time to time (but is under no obligation to do so, except as provided in Section 10 of this Lease), will be borne by the responsible party. Landlord will cause the foregoing provision to be included in each lease of space within the Building and to enforce such provisions against any occupants from which the Toxic Pathogens originated.

(c) On the Termination Date, Tenant shall surrender all keys to the Premises held by Tenant or by employees or agents of Tenant.

(d) All Tenant's trade fixtures and all improvements which are removable without irreparable damage to the Premises that have been placed or installed upon or within the Premises by Tenant shall remain the property of Tenant and may be removed by Tenant at any time prior to the Termination Date. All Tenant's personal property, including movable furniture and equipment, shall remain Tenant's. All improvements made at Tenant's expense which are not removable without irreparable damage to the Premises shall be the property of Landlord. All fixtures, installations and personal property belonging to Tenant not removed from the Premises within ten (10) business days after the Termination Date shall be conclusively presumed to have been abandoned by Tenant and title thereto will pass to Landlord under this Lease as if by bill of sale.

9. Alterations.

(a) Tenant shall not make any alterations in or additions to the Premises without Landlord's advance written consent, which consent shall not be unreasonably withheld,

conditioned or delayed. Prior to Landlord's consent to any alterations or additions, and before the commencement of the work or delivery of any materials onto the Premises or into the Building, Tenant shall furnish Landlord with the plans and specifications and permits necessary for those alterations or additions, all in form and substance reasonably satisfactory to Landlord. All additions and alterations shall be installed in a good, workmanlike manner and only new materials shall be used. All alterations and additions to the Premises, whether temporary or permanent in character and whether made or paid for by Landlord or Tenant, shall without compensation to Tenant, become Landlord's property upon installation on the Premises and shall, unless Landlord otherwise agrees be relinquished to Landlord in good condition, ordinary wear and tear excepted, at the termination of this Lease by lapse of time or otherwise.

(b) Tenant shall furnish Landlord with certificates of insurance for all contractors performing laboring or furnishing materials in connection with any additions or alterations, insuring Landlord against any and all liability that may arise out of or be connected in any way with those additions or alterations.

(c) The work necessary to make any alterations or additions to the Premises shall be done at Tenant's expense by contractors approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) All alterations and additions shall comply with all insurance requirements applicable to the Building and with all ordinances, statutes and regulations of all governmental bodies, departments or agencies having jurisdiction over the Building. Tenant shall permit Landlord to inspect all such construction in connection with all alterations and additions, at Landlord's request during regular business hours and in a manner that does not interfere with the progress of such work, provided that Landlord shall have no duty to so supervise.

10. Insurance.

(a) Tenant shall, at its own expense, at all times during the term of this Lease, maintain in full force a policy or policies of insurance written by a reliable insurer in the name of Tenant against liability for injury to or death of persons or loss or damage to property in or about the Premises. The liability limits under such insurance shall be not less than One Million Dollars (\$1,000,000) for any person killed or injured, One Million Dollars (\$1,000,000) for any one occurrence and One Hundred Thousand Dollars (\$100,000) for property damage.¹ Landlord shall be named as an additional insured on any such policy.

(b) Tenant further shall, at Tenant's expense, take out and maintain at all times all necessary workman's compensation insurance covering all persons employed by Tenant in and about the Premises. Tenant shall also obtain and maintain during the term hereof, rental insurance against loss of rent under a rental value insurance policy covering risk of loss due to the occurrence of any of the hazards insured under the extended insurance on the Building, in an amount sufficient to prevent Landlord from becoming a co-insured, and in any event, in an amount sufficient to pay for one year's Rent due under this Lease. All proceeds received by Landlord under the rent insurance policy will be credited as received against the Rent due. If the

Building is occupied by more than one tenant, Landlord may secure such a rental value insurance policy on the Building and bill Tenant for Tenant's proportionate share thereof, which shall be determined by multiplying the premium costs thereof by Tenant's percentage of the rentable floor space occupied by Tenant relative to the whole. Said premium shall be billed by Landlord and paid by Tenant at the same time and in the same manner as the Additional Rent.

(c) Tenant shall obtain and maintain during the term of this Lease, fire and extended coverage insurance (contents broad form) on Tenant's personal property located in the Premises in amounts reasonably deemed adequate by Tenant to fully insure such property.

(d) Tenant shall obtain and maintain during the term hereof coverage to insure the performance by Tenant of the indemnity agreement as to liability for injury, death of persons or damage to property, as set forth in Section 21 of this Lease.

(e) Before the Commencement Date, or before Tenant's use, occupancy or possession of the Premises begins, whichever is sooner, Tenant shall obtain all such insurance required of Tenant as provided above, from insurance companies reasonably satisfactory to Landlord and shall deliver to Landlord a certificate or certificates evidencing the issuance of such policies, together with evidence of the payment of the first year's premiums. Not less than ten (10) days before the expiration of any such policy, Tenant shall deliver to Landlord evidence of the policy's renewal or a new certificate, with evidence that the premiums were paid for the renewal period or new policy, as the case may be. Such insurance shall contain an agreement by the insurance company not to cancel the policy or policies, or to change the coverage without giving ten (10) days prior written notice to Landlord. Tenant commercial general liability policy shall contain a provision that Landlord's additional insureds, although named as insureds, shall, nonetheless, be entitled to recover under such policies for any loss occasioned by them, their servants, agents and employees, other than by reason of the negligence of Landlord or the additional insureds. Such policy shall be written as primary and not contributing with or in excess of the coverage carried by Landlord or the additional insureds, their agents, servants and employees. Tenant's obligation to carry the insurance herein provided may be brought within the coverage of a "blanket policy." However, Landlord and any additional insureds shall be named as additional insureds thereunder for liability insurance, as their interests may appear. Furthermore, the coverage afforded shall not be reduced or diminished by reason of the use of such a "blanket policy" and must be at least equal to the coverage which would be provided under a separate policy covering the Premises.

(f) Landlord shall, at Landlord's expense, keep the Building insured against loss or damage by fire and extended coverage. Tenant shall reimburse Landlord for a portion of the premium charge therefore through Tenant's annual payment of Additional Rent as is provided in Section 4. Landlord shall deliver to Tenant a certificate of insurance evidencing such coverage prior to the Commencement Date.

11. Casualty.

(a) In the event (i) the Premises are rendered wholly untenable by fire or other casualty and Landlord decides not to restore or repair the same, or (ii) the Building is so damaged by fire or other casualty that Landlord decides to demolish, rebuild or rehabilitate the

same, but Landlord can not complete the same within six (6) months thereof, then in either such event, either Landlord or Tenant may terminate this Lease by written notice to the other within ninety (90) days after the date of such fire or other casualty. In the event of such termination, all Rent hereunder, together with all Additional Rent, shall be apportioned on a per diem basis and paid to the date of such fire or other casualty.

(b) In the event the Premises are rendered wholly untenable by fire or other casualty and Landlord decides to rebuild and restore the same and can do so within six (6) months thereof, this Lease shall not terminate and Landlord shall repair and restore the Premises at Landlord's expense and with due diligence, subject, however, to (i) reasonable delays for insurance adjustments, and (ii) delays caused by forces beyond Landlord's control neither of which, i.e. (i) or (ii) shall delay such rebuilding and restoration by more than ninety (90) days. The Rent and Additional Rent shall abate on a per diem basis during the period of reconstruction and repair.

(c) In the event the Premises are partially damaged by fire or other casualty, but are not rendered wholly untenable, Landlord shall, except during the last Lease Year hereof, proceed with due diligence to repair and restore the Premises, subject, however, to (i) reasonable delays for insurance adjustments, and (ii) delays caused by forces beyond Landlord's control neither of which, i.e. (i) or (ii) shall delay such rebuilding and restoration for more than 90 days. The Rent and Additional Rent charged hereunder shall abate in proportion to the nonusability of the Premises during the period while repairs are in progress. If the Premises are made partially untenable as stated above during the last Lease Year hereof, Landlord may terminate this Lease as of the date of the fire or other casualty by giving written notice to Tenant within thirty (30) days after the date of the fire or other casualty, in which event all Rent and Additional Rent shall be apportioned on a per diem basis and paid to the date of fire or other casualty.

(d) For the purposes of this Section, the Premises shall be considered to be rendered "wholly untenable" by fire or other casualty if the damages caused thereby results in two-thirds or more of the Premises being untenable and unusable in the operation of Tenant's business. Otherwise, the Premises shall be considered to have been "partially damaged" by fire or other casualty and not "wholly untenable."

(e) In the event the Premises are rendered "wholly untenable" by fire or other casualty and the Lease is not terminated but continues pursuant to the foregoing subsections (b) and (c) hereinabove, Landlord and Tenant shall confer as soon as possible after the casualty event giving rise to the damage and shall make a joint decision as to what comparable space, if any, in the Building may be available for use by Tenant during the time the Premises are being rebuilt or restored. If comparable space in the Building is agreed upon, Tenant's obligation with respect to Rent and Additional Rent shall continue. If comparable space can not be agreed upon or is not available, then Tenant shall be solely responsible for any costs, including rent, associated with obtaining other space in which event the Rent and Additional Rent provided for herein shall abate as set forth in subsections (b) and (c) hereinabove. For purposes of this Lease, "comparable space" shall mean demised premises in the Building which are of like size, suitability and utility for the operation of Tenant's business

in a manner substantially similar to that at the Premises before the casualty event giving rise to the damages.

(f) Notwithstanding any provision of this Lease to the contrary, in the event the Premises or the Building are damaged by fire or other casualty resulting from Tenant's reckless or intentional acts or omissions, Landlord shall have no obligation to rebuild or restore the Building or the Premises or any part thereof and Tenant shall not be released from any obligations under this Lease (including, without limitation, its duty to repair the Premises and its liability for damages caused by fire or other casualty).

(g) Tenant shall, at its own expense, at all times during the term of this Lease, maintain in full force a policy or policies of insurance written by a reliable insurer in the name of Landlord and Tenant in proportion to their respective interests in the Premises, against liability for injury to or death of persons or loss or damage to property in or about the Premises. The liability limits under such insurance shall be not less than One Million Dollars (\$1,000,000) for any person killed or injured, One Million Dollars (\$1,000,000) for any one occurrence and One Hundred Thousand Dollars (\$100,000) for property damage.²

(h) Tenant further shall, at Tenant's expense, take out and maintain at all times all necessary workman's compensation insurance covering all persons employed by Tenant in and about the Premises. Tenant shall also obtain and maintain during the term hereof, rental insurance against loss of rent under a rental value insurance policy covering risk of loss due to the occurrence of any of the hazards insured under the extended insurance on the Building, in an amount sufficient to prevent Landlord from becoming a co-insured, and in any event, in an amount sufficient to pay for one year's Rent due under this Lease. All proceeds received by Landlord under the rent insurance policy will be credited as received against the Rent due. If the Building is occupied by more than one tenant, Landlord may secure such a rental value insurance policy on the Building and bill Tenant for Tenant's proportionate share thereof, which shall be determined by multiplying the premium costs thereof by Tenant's percentage of the rentable floor space occupied by Tenant relative to the whole. Said premium shall be billed by Landlord and paid by Tenant at the same time and in the same manner as the Additional Rent.

(i) Tenant shall obtain and maintain during the term of this Lease, fire and extended coverage insurance (contents broad form) on Tenant's personal property located in the Premises in amounts reasonably deemed adequate by Tenant to fully insure such property.

(j) Tenant shall obtain and maintain during the term hereof coverage to insure the performance by Tenant of the indemnity agreement as to liability for injury, death of persons or damage to property, as set forth in Section 10 of this Lease.

(k) Before the Commencement Date, or before Tenant's use, occupancy or possession of the Premises begins, whichever is sooner, Tenant shall obtain all such insurance required of Tenant as provided above, from insurance companies satisfactory to Landlord and shall deliver to Landlord a certificate or certificates evidencing the issuance of such policies, together with evidence of the payment of the first year's premiums. Not less than ten (10) days

before the expiration of any such policy, Tenant shall deliver to Landlord evidence of the policy's renewal or a new certificate, with evidence that the premiums were paid for the renewal period or new policy, as the case may be. Such insurance shall contain an agreement by the insurance company not to cancel the policy or policies, or to change the coverage without giving ten (10) days prior written notice to Landlord. The policies shall expressly provide that any loss thereunder shall be adjusted with Landlord. The policies shall contain a provision that Landlord's additional insureds, although named as insureds, shall, nonetheless, be entitled to recover under such policies for any loss occasioned by them, their servants, agents and employees, other than by reason of the negligence of Landlord or the additional insureds. The policies shall be written as primary and not contributing with or in excess of the coverage carried by Landlord or the additional insureds, their agents, servants and employees. Tenant's obligation to carry the insurance herein provided may be brought within the coverage of a "blanket policy." However, Landlord and any additional insureds shall be named as insureds thereunder as their interests may appear. Furthermore, the coverage afforded shall not be reduced or diminished by reason of the use of such a "blanket policy" and must be at least equal to the coverage which would be provided under a separate policy covering the Premises.

12. Default and Remedies: Landlord's Right to Terminate Lease.

(a) If Tenant shall be in default in the payment of any Rent or Additional Rent due hereunder and that default continues for ten (10) or more days after the same is due and payable, or if Tenant defaults in the performance of any of the other covenants or conditions hereof, and shall fail to correct or cure any such default within thirty (30) days from the receipt of written notice thereof from Landlord (unless the default involves a hazardous condition which shall be cured forthwith upon Landlord's demand), or if Tenant shall be adjudicated bankrupt, or make an assignment for the benefit of creditors, or if Tenant's interest herein shall be sold under execution or other process, or if Tenant vacates or abandons the Premises, then in any such event Landlord may enter into said Premises, again have and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of Landlord to recover all Rent and Additional Rent due at the time of such entry. In the case of any such default, Landlord shall make reasonable efforts to relet the Premises from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Tenant any deficiency between such amount and the Rent and Additional Rent herein reserved. This paragraph, however, shall not require Landlord, upon any default, to re-enter the Premises, and Landlord shall have the right after the expiration of the cure period hereinabove provided to sue Tenant in a court of law or equity for Rent and/or to recover the Additional Rent and/or to require Tenant to comply with the terms of this Lease.

(b) If Tenant violates any of the terms and provisions of this Lease or defaults in any of its obligations other than the payment of Rent or Additional Rent due hereunder, such violation may be restrained or such obligation enforced by injunction or other equitable action. Tenant by this Lease grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of money due under this Lease, which lien may be foreclosed in equity. The receipt of money by Landlord from Tenant after the termination of this Lease, the service of any notice, the commencement of any suit or final judgment for possession, shall not reinstate, continue or extend the term hereof or otherwise affect any notice of demand, suit or judgment.

The rights and remedies of Landlord enumerated in this Lease shall be cumulative, and none shall exclude any other right allowed by law.

(c) In addition, Landlord and Tenant shall each be entitled to recover from the other party all costs and expenses incurred in connection with enforcing the terms and provisions of this Lease including, but not limited to, its reasonable attorneys' fees and expenses.

13. Condemnation

(a) If the Building or any portion of the Building which includes a substantial part of the Premises and which is necessary to the economic operation of the Premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term hereof and the term and estate hereby granted shall end upon, and not before, the date when the possession of the parcel taken shall be required for such use or purpose and Rent and Additional Rent shall be apportioned as of the date of termination; provided, however, that if Landlord and Tenant can agree on Tenant's use of comparable space (as such term is defined in Section 10(f) owned or already under lease by Landlord or one of its affiliates for the continued operation of Tenant's business, then this Lease shall continue upon the same terms.

(b) If any condemnation proceeding shall be instituted in which it is sought to take or damage part of the Property which does not include a substantial part of the Premises or which does not prevent the economical operation of the Premises, or if the grade of any street or alley adjacent to the Building is changed by any competent authority and such partial taking or change of grade makes it necessary or desirable to remodel the Building, this Lease shall not terminate but Landlord shall, at its sole expense, restore and reconstruct the Building and the Premises to make the same tenantable and economically suitable for the intended use of the Premises. Rent and Additional Rent during such time shall be abated proportionately.

(c) Landlord and Tenant shall be entitled to receive such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to those awards.

14. Holding Over. If Tenant retains possession of the Premises, or any part thereof, after the termination of this Lease by lapse of time or otherwise, Tenant shall pay Landlord, in order to compensate Landlord for Tenant's wrongful holding of possession, for and during such time as Tenant remains in possession, an amount calculated at double the rate of Rent in effect immediately prior to such termination, plus all damages, whether direct or consequential, sustained by Landlord by reason of Tenant's wrongful retention of possession, unless Landlord makes the election provided for in the following sentence. If Tenant retains possession of the Premises or any part of the Premises after the termination of this Lease, Landlord may elect, in a written notice to Tenant, and not otherwise, that retention of possession constitutes a renewal of this Lease for one (1) year under the same terms that were in effect on the last month of the term hereof, in which event this Lease shall be deemed renewed for such one year period. The provisions of this section shall not constitute a waiver of Landlord's rights of re-entry or of any right or remedy provided in this Lease or at law.

15. Right of Ingress and Egress. All of the uses, rights, leases and covenants agreed to hereby by Landlord and Tenant shall include, expressly for the benefit of Tenant, the right to use the entryways, walkways, sidewalks, driveways, roadways and access roads located on the Property and the hallways, corridors and passageways within the Building, as may be necessary or appropriate for Tenant to have full access to the Premises and to enjoy the full benefits of the permissive uses, licenses and/or leases herein confirmed. Landlord shall maintain such entryways, walkways, sidewalks, driveways, roadways, access roads, corridors and passageways in a condition reasonably satisfactory for the use as a means of ingress and egress for Tenant to and from the Premises.

16. Landlord's Title and Quiet Possession. Landlord represents and warrants that Landlord is seized of the Project in fee simple and has full right to make this Lease and that Tenant so long as it shall perform its covenants and agreements hereunder shall have quiet and peaceful possession of the Premises during the Term from the adverse claims by all persons, parties, or entities claiming through or as a result of Landlord.

17. Assignment and Subletting.

(a) Tenant shall not, without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, (i) assign, mortgage, pledge, delegate or hypothecate this Lease or any interest, right, duty or obligation hereunder, (ii) permit any transfer of any interest, right, duty or obligation hereunder, by operation of law or otherwise, (iii) sublet the Premises or any part thereof, or (iv) permit the use of the Premises by any parties other than Tenant, the employees of Tenant, and staff affiliated or associated with Tenant.

(b) Notice of the proposed assignment or sublet shall be made to Landlord no less than thirty (30) days prior to the effective date of such proposed assignment or sublet. Landlord, upon receiving Tenant's notice of such proposed assignment or sublet, will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting the space covered by its notice. Landlord shall not be deemed to have unreasonably withheld its consent to a sublease of all or part of the Premises or an assignment of this Lease if its consent is withheld because: (i) Tenant is then in default hereunder beyond any notice or cure period; (ii) the net worth of such assignee or subtenant is unreasonably low in light of the obligations of this Lease; (iii) the portion of the Premises which Tenant proposes to sublease, including the means of ingress to and egress from and the proposed use thereof, and the remaining portion of the Premises will violate any laws or ordinances to which the Premises or Building is subject; (iv) the proposed use of the Premises by the subtenant or assignee does not conform to the Permitted Use; (v) the proposed assignee or sublessee (as the case may be), including the individual members thereof, would be in violation of Section 17(a) hereof, (vi) the proposed assignee's or subtenant's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Materials; or (vii) in the reasonable discretion of Landlord, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Premises, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar to or dissimilar from the foregoing examples.

(c) Notwithstanding the foregoing, Tenant shall be permitted, upon notice to, but without Landlord's consent, to assign this Lease to (x) any entity that controls, is controlled by or under common control with Tenant; or (y) any entity resulting from a merger or consolidation of Tenant, or to the purchaser of substantially all of the assets or stock of Tenant, provided that the total assets and the total net worth of such assignee after such consolidation or merger or acquisition shall be in excess of the greater of (a) the net worth of Tenant immediately prior to such consolidation or merger, or (b) the net worth of Tenant as of the date hereof, determined by generally accepted accounting principles and provided that Tenant is not at such time in default hereunder, and provided further that such successor shall execute an instrument in writing, acceptable to Landlord in its reasonable discretion, fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord.

18. Subordination. Concurrent with the execution of this Lease, Tenant, Landlord and Landlord's lender, General Electric Capital Corporation, shall execute a Subordination, Attornment and Non-Disturbance Agreement ("Non-disturbance Agreement"), in substantially the same form as Exhibit E attached hereto and made a part hereof. Said Non-disturbance Agreement shall be in recordable form and may be recorded at Tenant's election and expense. Tenant shall not be subordinate to any future Landlord lender without execution of a Non-disturbance Agreement in substantially the same form as Exhibit E.

19. Estoppel Certificates. Upon either party's request, the other party shall execute and deliver in form and substance satisfactory to the requesting party, an estoppel letter signed by the non-requesting party certifying: the Commencement Date and the expiration date; the amount of Minimum Rent and Additional Rent then being paid and the date to which such have been paid; that Tenant has accepted the Premises; that this Lease is in full force and effect and has not been modified, amended or assigned (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); that all improvements have been fully completed and, if not, a list of "punch list" items to be completed; that there are no defaults of the requesting party under this Lease nor any existing conditions upon which the giving of notice or lapse of time would constitute a default or specifying the nature of the requesting party's default or existing condition; and such other matters which the requesting party may reasonably request. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser, mortgagee or ground lessor of all or any portion of the Real Property, or any lender, assignee or subtenant of Tenant's interest in the Premises. The non-requesting party shall provide any such letter within ten (10) business days of the request therefor.

20. Notices. All notices, demands or writings in this Lease provided to be given or made or sent or that may be given or may be sent by either party either to the other, shall be deemed to have been fully given, delivered or made when made in writing and either personally delivered or deposited in the United States Mail, registered and postage prepaid, addressed as follows:

To Landlord: Q P & S Clinic, S.C.
1101 Maine
Quincy, Illinois 62301
Attention: William P. Sullivan, Administrator

To Tenant: Blessing Hospital
 11th & Broadway Street
 P.O. Box C3
 Quincy, Illinois 62305-3117
 Attention: Jerry R. Jackson, Vice President
 Engineering and Facility Development

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party in accordance with this provision.

21. Waiver of Liability.

(a) Neither party shall be liable to the other for any loss or damage to property or injury to or death of persons occurring within or about the Premises, or in any manner growing out of or connected with the use and occupancy of the Premises or caused by the negligence or other fault of such party, to the extent such loss or damage to property or injury or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant, or both. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover on such policies. Such clause shall be obtained by Tenant and Landlord, if possible and to the extent applicable. This release is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions hereof.

(b) Landlord shall not be liable for injury or damage to person, including, without limitation, Tenant's employees, agents and invitees, or to property occurring on or within the Premises, unless caused by or resulting from Landlord's negligent acts or omissions or willful misconduct or that of its agents, servants or employees occurring on the Premises or in the design, construction, operation or maintenance of the Premises or the Building.

(c) The indemnity obligations of the parties shall be as follows: (i) Tenant shall indemnify Landlord and shall defend and hold Landlord harmless from and against all claims, liabilities and costs (including, but not limited to, attorney fees and costs) for injuries to persons and damage to, or the theft, misappropriation, or loss of, property arising from or occurring in or about the Premises or the Building caused, in whole or in part, by the act, omission or neglect of Tenant, its contractors, patients, employees or invitees; and (ii) Landlord shall indemnify Tenant and shall defend and hold Tenant harmless from and against all claims, liabilities and costs (including but not limited to, attorney fees and costs) for injuries to persons and damages to, or theft, misappropriation or loss of, property arising from or occurring in or about the Premises or the Building caused, in whole or in part, by the act, omission, or neglect of Landlord, its contractors, agents or employees.

22. Environmental Matters.

(a) Tenant shall not, without the prior written consent of Landlord, cause or permit any hazardous substance or any hazardous or radioactive substances, materials, matters or

waste that is or becomes during the term hereof regulated by any applicable, federal, state or local law, ordinance, rule, order, regulation, code or any governmental restriction or requirement (collectively, "Hazardous Substances"), to be brought or remain upon, kept, used, discharged, leaked or emitted in or about or treated at the Premises. Hazardous Substances shall not include substances which are used or consumed in the ordinary course of Tenant's business as a surgical facility which Tenant can use, handle, store, transport, discharge, dispose of or omit in the ordinary operation of Tenant's business pursuant to this Lease; provided, however, that such substances are used, handled, stored, transported, discharged, disposed of or omitted by Tenant in compliance with all applicable federal, state or local laws, rules, regulations, and ordinances related thereto. If such substances are not so used, handled, transported, stored, discharged, disposed of or emitted, they too shall be deemed "Hazardous Substances" for purposes of this Lease. If Landlord consents in writing to Tenant's bringing, using, storing or treating Hazardous Substances in or upon the Premises, Tenant shall strictly obey and adhere to any and all applicable federal, state or local laws, ordinances, rules, regulations, codes or other governmental restrictions or requirements which in any way relate, govern or impact Tenant's possession, use, storage, treatment, or disposal of such Hazardous Substances. Tenant shall report any release of a Hazardous Substance to Landlord and to any applicable governmental authority if and as required by law and, further, shall send to Landlord a copy of any notice, order, inspection report or other document issued by any government authority relevant to Landlord's compliance status with environmental, health or safety laws. Tenant shall remove from the Premises at the termination of this Lease any Hazardous Substances which Tenant is permitted by Landlord to bring upon the Premises.

(b) Without limiting the foregoing, Tenant, shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage and removal of potentially infectious medical waste generated in the Premises, and Tenant shall provide incineration or other proper disposal. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Additional terms are set forth in Exhibit D Infectious and Hazardous Waste, attached hereto and made part hereof.

23. Force Majeure. Neither party shall be considered in default of any of the terms, covenants or conditions of this Lease if either party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure to power, restrictive governmental laws and regulations including without limitation The Americans with Disabilities Act, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly by the other party (or the other party's agents, employees or invitees) or any other causes beyond the reasonable control of such performing party; provided, however, this Section shall not be applicable to Tenant's obligation to pay Rent or any other amount hereunder.

24. Real Estate Broker. Landlord and Tenant represent to each other that it has not dealt with any broker or finder in connection with this Lease, and that insofar as each party knows, no broker negotiated this Lease or is entitled to any commission in connection therewith.

unless if a broker(s) is identified in Paragraph N of the Basic Lease Provisions. Each party agrees to indemnify, defend and hold the other party harmless from and against any claims made by any broker or finder for a commission or fee in connection with this Lease and who claims to be acting at the direction of or on behalf of the indemnifying party.

25. Rights Reserved to Landlord. Landlord reserves the following rights which Landlord may exercise without liability to Tenant upon the exercise thereof, as follows:

(a) To relocate, enlarge, reduce or change the exits or entrances in or to the Building and to decorate or to make repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises or the Property, none of which shall interfere with Tenant's possession of the Premises or Tenant's right to ingress and egress to and from the Premises;

(b) At all times to use and in appropriate instances to change the locks and keys to all doors within and into the Premises;

(c) To approve the weight, size and location of safes, vaults, boxes, files and other heavy equipment in, around and about the Premises and the Building so as to insure that the same do not exceed the load per square foot designed by the structural engineer for the Building;

(d) To show the Premises to prospective tenants at reasonable hours during the last nine (9) months of the term hereof, or to prospective lessors or purchasers of the Property at any time, and if vacated or abandoned, to show the Premises to prospective tenants at any time and to prepare the Premises for reoccupancy; and

(e) To enter the Premises at all reasonable times upon prior notice (except no notice shall be required in the event of an emergency) to inspect the Premises and to make all required repairs, inspections, additions and improvements to the Premises or the Building as Landlord deems necessary or desirable or as is required herein.

(f) To pay any charges or expenses, including, without limitation, the Additional Rent due from Tenant to Landlord hereunder, in Tenant's default thereof, as additional expenses due hereunder to be payable from Tenant to Landlord upon demand, without prejudice to any other rights or remedies Landlord may have.

26. Signs.

(a) Landlord agrees that Tenant, at its sole expense, shall have the right to install on the Premises and the Real Estate such signs as Tenant deems reasonably necessary to advertise Tenant's business; provided, however, that Tenant complies with all legal requirements applicable to the installation of any such signs and, further, provided that any signs located on the Real Estate (i.e. exterior to the Building) must be approved by Landlord prior to their installation, as to their location, form and content, which approval shall not be unreasonably withheld, conditioned or delayed. The installation of any signs on the Premises or Real Estate by or for Tenant shall be subject to the provisions of Sections 8 and 9. Any signs, sign standards, exterior lights and light standards installed by Tenant on the Premises or Real Estate, in connection therewith, shall remain the property of Tenant and Tenant shall have the right to

remove any such items at any time as long as Tenant, at its sole expense, repairs any damage to the Premises or Real Estate, respectively, caused by such removal.

(b) Notwithstanding Section 26(a) above, Tenant shall not have the right to install any identity signage to the Building or the Real Estate, except if there is an express statutory or regulatory requirement that to qualify for "provider-based reimbursement", Tenant's name and/or identifying logo must be affixed to the exterior of the Building, then Tenant, upon written request to Landlord, shall have the right to install such signage, limited to "Blessing Hospital" or an affiliate thereof, on the exterior of the Building. In such event, Landlord (i) shall have the right to approve such signage's size, appearance, location, which such consent shall not be unreasonably withheld, delayed or conditioned and (ii) shall have the reciprocal right, upon written request therefor, to install identity signage on Tenant's building commonly known as the Blessing Cancer Center for as long as Landlord is a tenant of said building.

27. Exoneration of Landlord. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns of Tenant covenant and agree that, anything contained herein to the contrary notwithstanding, the obligations under this Lease do not constitute personal obligations of Landlord or its successors and assigns or their respective individual, directors, officers or members. Any claim based on or in respect to any liability of Landlord under this Lease shall be enforced only against Landlord's interest in the Building and not against any other assets, properties or funds of: (i) Landlord or its successors and assigns or their respective trustees, directors, members, volunteers, officers, employees or agents (or any legal representative, heir, estate, successor or assign thereof); (ii) any predecessor or successor partnership or corporation (or other entity) of Landlord; and (iii) any other person or entity. Further, in the case of any foreclosure or deed-in-lieu of foreclosure or termination proceedings by any mortgagee or ground lessor against title to the Building (or portion thereof), the rights and remedies of Tenant hereunder in respect to any obligations of any such successor to Landlord hereunder shall be non-recourse as to any assets of such successor to Landlord other than to the equity in the Building. Tenant further agrees that each of the foregoing provisions shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law. Tenant's covenants and agreements contained in this Article are enforceable by Landlord and any successor to Landlord.

28. Rent at Fair Market Value. The parties agree that the "Rent" and "Additional Rent" described above represent fair market value for the Premises and are not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties. The parties agree that nothing contained in this Agreement shall require either party to refer or admit patients to, or order any goods or services from, another party or any affiliate of such party to this Agreement. No party will knowingly or intentionally conduct its behavior in such a manner as to violate the prohibitions against fraud and abuse in connection with the Medicare and Medicaid programs.

29. Miscellaneous Provisions.

(a) Except as is set forth in Section 23, time is of the essence of this Lease.

(b) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and assigns.

(c) No waiver or breach of the covenants in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

(d) No modification, amendment, release, discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing signed by the parties hereto or by their duly authorized agents or attorneys.

(e) The headings contained herein are for convenience only and should not be used to define, explain, modify, or aid in the interpretation or construction of the contents.

(f) The invalidity or unenforceability of any term or provision of this Lease shall not impair or affect any other provision hereof which shall remain in full force and effect. The Landlord and Tenant recognize that this Lease at all times is to be subject to applicable state, local, and federal law, including any amendments to such laws and regulations and to new legislation. Any provisions of the law that invalidate, or otherwise are inconsistent with, the terms of this Lease or that would cause one or both of the parties to be in violation of the law, shall be deemed to have superseded such terms of this Lease; provided however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Lease to the greatest extent possible consistent with the requirements of the law. In the event the parties are unable to accommodate the terms and intent of this Lease to the greatest extent possible consistent with the amended requirements of the law, then either Landlord or Tenant may terminate this Lease upon written notice to the other party.

(g) TENANT AND LANDLORD EACH WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY, THROUGH OR UNDER THE OTHER, UNDER OR IN CONNECTION WITH THIS LEASE.

(h) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

* * *

[Signatures on following page.]

The parties hereto have caused these presents to be duly signed in duplicate originals as of the day and year first above written.

TENANT:

Blessing Hospital, an Illinois not-for-profit corporation

By: Maurice A. Kahn
Name: MAURICE A. KAHN
Its: PARADISE CEO

LANDLORD:

Q P & S Clinic, S.C., an Illinois professional service corporation

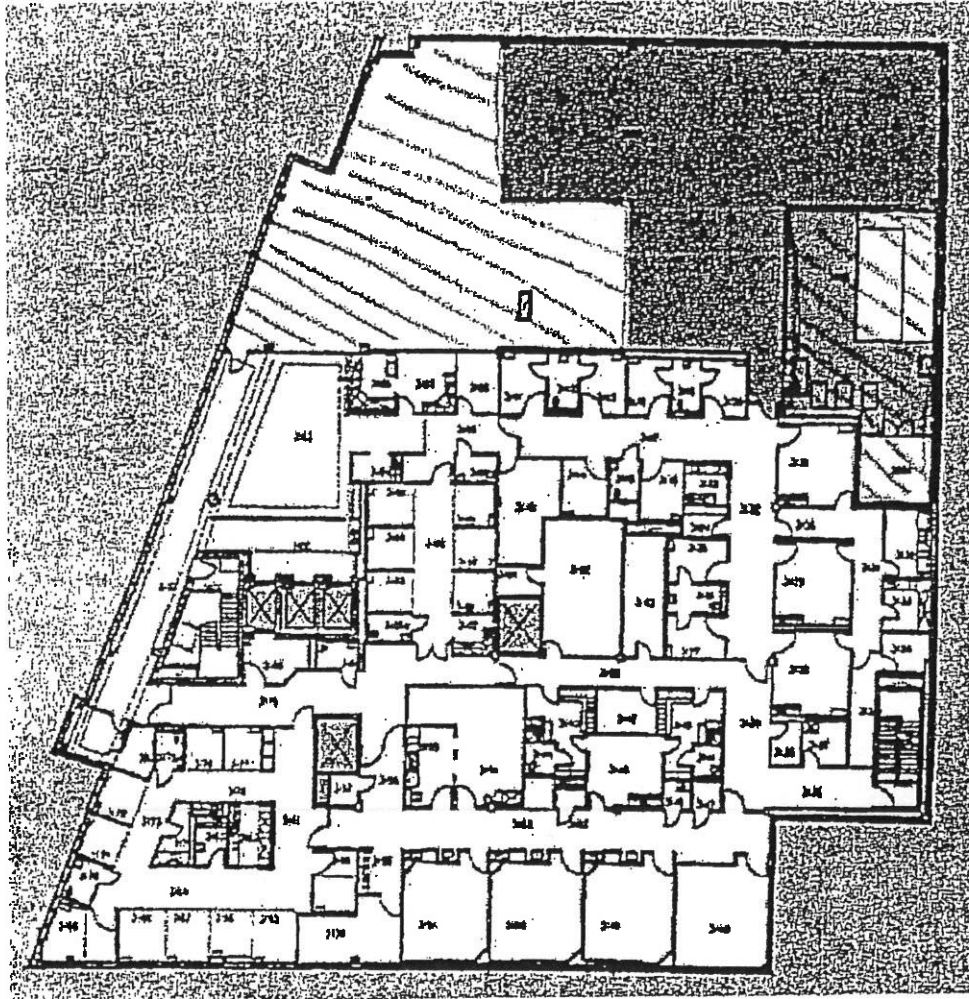
By: B. Bradford Billings
Name: B. Bradford Billings
Its: President / CEO

List of Attachments

Exhibit A	Floor Plan
Exhibit A-1	Legal Description of Real Estate
Exhibit B	Rules and Regulations
Exhibit C	Landlord Services
Exhibit D	Infectious and Hazardous Medical Waste
Exhibit E	Non-Disturbance Agreement

By: [Signature]
Name: Dan H. Evans
Its: President

Exhibit A



[Cross-hatched areas are excluded from Premises]

Exhibit A-1

Legal Description of Real Estate

Lots 3, 4, 5, 6, 7, 8, 9 and 10 in Block 8 of Holmes and Woods Addition to the City of Quincy as recorded in Book 1 of Plats at page 197 in the Office of the Adams County Recorder of Deeds.

Exhibit B

Rules and Regulations

1. All Tenant staff working in the Building shall be trained in Landlord's fire safety and disaster protocols.
2. Tenant agrees to follow Landlord's reasonable policies regarding deliveries to the Building, including the delivery of any of Tenant's supplies and materials, and Tenant agrees to follow all of Landlord's reasonable policies regarding vendors' access to the Building. To the extent such policies are amended after the Commencement Date hereof, any such alteration shall not materially impair Tenant's ability to receive deliveries at the Premises or the ability of Tenant's vendors to access the Building.
3. Tenant shall follow all Landlord policies for access to the facilities not during the regular hours of operation. In addition, Tenant agrees to follow Landlord policies, as they exist on the Commencement Date, with respect to scheduling functions in the Building during hours not within the regular hours of operation.
4. Except as otherwise permitted in the Lease, no sign, picture, advertisement, or notice shall be displayed, inscribed, painted, or affixed to or on any part of the outside or inside of the Building nor on or about the Premises, except on the entrance door to such Premises and on the directory board of the Building. For the purpose of maintaining a dignified and uniform appearance throughout the Building, the color, size, style and material of each such sign, as well as the supplier thereof, shall be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. No specimen boxes, floor mats, rubbish, materials, or other obstructions of any kind shall be placed in passageways, halls, lobbies, or corridors by Tenant; and Landlord reserves the right to remove all such materials and all signs not conforming to these regulations without notice to Tenant, at Tenant's cost and expense.
5. All of Tenant's draperies, shades, blinds and wall and floor coverings shall be subject to the reasonable approval of Landlord. No ventilators, awnings, or special shades shall be permitted either inside or outside the windows without the prior written consent of Landlord, and then only at the expense and risk of Tenant.
6. Tenant shall not, without Landlord's prior written consent, install or operate any stove in the Premises, or cook any food therein in anything other than a microwave oven, or use or allow to be used oil, burning fluids or fuel for heating, warming, or lighting. Neither materials deemed extra hazardous on account of fire and no explosives shall be brought into the Premises or the Building.
7. Landlord shall furnish to Tenant two (2) keys for the entrance door of the Premises. Duplicate keys requested by Tenant shall be furnished by Landlord at Tenant's actual out-of-pocket cost and expense. Upon expiration or termination of the Lease, Tenant shall return to Landlord all keys for all doors of the Building and the Premises. Tenant shall not install or

change any locks in the Premises without Landlord's prior written consent. Landlord shall retain keys to the Premises at all times.

8. The movement into and out of the Premises of all property of Tenant, other than that which can be hand carried, shall be at such time and in such manner as shall be reasonably directed by Landlord. All scales and other heavy equipment shall be placed in such position as shall be reasonably designated by Landlord. Nothing contained in this paragraph, nor any direction or designation given pursuant hereto, shall be construed as a waiver of Tenant's liability for damage to person or property caused by (a) overloading of floors, staircases or elevators, or (b) installation, movement, removal or maintenance of property of Tenant into, or out of the Premises or the Building. All large articles shall be moved in and out of the building by means of certain elevators and doors.

9. For the protection of the tenants of the Building, and their employees, patients, guests, and other invitees, Landlord may require that each person entering or leaving the Building before or after normal business hours (as determined by Landlord) shall provide identification and record entry and departure times in a register furnished for that purpose by Landlord. Solicitors, Salesman, etc. are discouraged and will be asked to leave the property.

10. Neither Tenant, nor its employees, agents or contractors shall undertake to regulate the thermostats or other devices which control the heating or air conditioning in the Common Areas. Tenant shall report to the manager of the Building whenever such thermostats or other devices are not functioning properly or satisfactorily, including those within the Premises. Tenant shall keep the corridor doors closed and shall not open any windows so long as the heating, ventilating and air conditioning system is operational.

11. Tenant shall not (a) place or allow anything to be placed on the inside window ledges of the Premises, (b) permit anything to be thrown out of the windows of the Building, or (c) place any objects against or near the windows or glass in the partitions between the Premises and the halls or corridors of the Building which shall diminish light in, or appear unattractive from the halls, corridors or street.

12. Tenant shall lock the doors and windows of the Premises and shut off all water, including dental units and developing tanks, if any, at night to secure protection against theft, flood and weather, and Tenant shall be responsible for any damage arising out of violation of this rule.

13. Tenant shall not canvass among other occupants of the Building or bring into, or permit to be brought into, the Building any animal, bird, bicycle (excluding Tenant's stationary bicycle physical therapy equipment) or vehicle, except for handicapped use.

14. Sign work, and all other supplies and similar items, sold or distributed through the Building shall be furnished to the Premises only by such persons and in such manner as shall be approved by Landlord. Additional signage requests after initial move-in shall be at a cost to the Tenant.

15. Tenant shall reimburse Landlord for any expense, including janitor's salary, not to exceed, however, the cost of a qualified, responsible outside plumbing contractor's services,

incurred by Landlord in correcting any clogged condition of the toilets or other plumbing facilities caused by Tenant, or its employees, patients, guests, or other invitees, using such facilities.

16. Tenant shall not install any antenna, aerial or wires without obtaining the prior written approval of Landlord. The installation thereof, if permitted, shall be subject to control by Landlord to the extent that others shall not be disturbed.

17. Landlord will not be responsible for emergency electricity hook-up for fish tanks in the event of a electrical power failure. It shall be the responsibility of the Tenant to obtain an emergency electrical outlet or generator.

18. To the extent permitted under the Lease, Tenant may install and use any equipment that Tenant deems necessary for Tenant's medical specialty.

19. Landlord reserves the right to view the overall condition of the Premises and request that Tenant refurbish severely worn tenants furnishings to ensure a professional appearance.

* * *

[End of Exhibit B]

Exhibit C

Landlord Services

(a) heat and air conditioning for the Premises whenever such heat and air-conditioning shall be required, in Landlord's reasonable judgment, for the appropriate occupation and use of the Premises but at a minimum between the hours of 7:00 a.m. until 7:00 p.m. Monday through Friday and 8:00 a.m. until 1:30 p.m. on Saturdays except Holidays. "Holidays" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day;

(b) hot and cold water for purposes consistent with the Permitted Use;

(c) passenger elevator service (if applicable to the Building);

(d) janitorial and cleaning service nightly in and about the Premises, Saturdays, Sundays and holidays excepted. Tenant shall not provide or use any other janitorial or cleaning services without Landlord's consent, and then only subject to supervision of Landlord and at Tenant's sole responsibility and by a janitor, cleaning contractor or employees at all times satisfactory to Landlord.

(e) maintaining all Building electrical building systems, plumbing, sewerage, heating, ventilating and air conditioning systems and exterior windows in repair and working condition as set forth in Section 8;

(f) maintaining the Common Areas as provided in Section 8 and as applicable, furnish snow clearance of parking lot and entryways;

(g) furnishing Tenant with a Lobby directory slip and a door name plate; changes to such signage requested by Tenant during the term of the Lease shall be at Tenant's expense;

(h) customary mail/package distribution services within the Building; and

(i) such additional services on such terms and conditions as Landlord may determine, in its sole and absolute discretion, from time to time.

* * *

[End of Exhibit C]

Exhibit D

INFECTIOUS AND HAZARDOUS WASTE

1. Hazardous Material is defined as any solid; liquid or gas that is capable of producing harmful affects on humans or the environment. This material can be ignitable, corrosive, reactive or toxic. Hazardous materials become hazardous waste after they have been used. Used needles and syringes are hazardous waste.
2. Infectious waste is defined as any waste that contains pathogen or is capable of producing an infectious disease. This definition requires a consideration of the factors necessary for induction of disease which include:
 - A. Adequate dose
 - B. Resistance of host
 - C. Portal of entry
 - D. Presence of a pathogen and virulence

Therefore, for a waste to be infectious, it must contain pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease.

3. Infectious medical wastes are those wastes capable of causing disease. The categories of medical waste include the following:
 - A. Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.
 - B. Pathological Wastes - Human pathological wastes. For example: tissue, organs and body parts (except teeth and the contiguous structures of bone and gum), and body fluids that are removed during medical procedures and specimens of body fluids and their containers.
 - C. Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.
 - D. Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

- E. Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V., syringes, and scalpel blades. Unused sharps should be considered part of infectious medical wastes as it is often difficult to determine if they have been used.
4. Infectious waste will be separated from other waste by containing it in disposable red plastic bags/containers which are impervious to moisture.
 5. Needles and sharps must be contained in disposable rigid containers which can be sealed with a tight fitting lid.
 6. All spills of infectious waste should be wiped up immediately, using the Spill Kit. Specific instructions are included in the Spill Kit package.
 7. Any spillage, or injury from handling infectious wastes must be reported to the Landlord and an incident report will be filed.
 8. Specific Disposal Instructions:

Tenant shall, at Tenant's cost and expense, be solely responsible for proper containment and disposal of all infectious and/or biomedical waste. Tenant shall be responsible to contract for licensed services to handle and dispose of infectious and/or biomedical waste. Such services shall comply with all applicable Federal, State, or Municipal laws, regulations and guidelines.

* * *

[End of Exhibit D]

Exhibit E
Non-Disturbance Agreement

1

[USE WITH MASTER LEASE]

Loan No. _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

by and among

**Q P & S CLINIC, S.C., d/b/a Quincy Medical Group,
an Illinois professional services corporation**

**BLESSING HOSPITAL,
an Illinois not-for-profit corporation**

and

**GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent**

_____, 2006

After recording, return to:

_____, Esq.
KILPATRICK STOCKTON LLP
Suite 2800
1100 Peachtree Street
Atlanta, Georgia 30309-4530
(404) 815-6500

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of November 1, 2006, is made among BLESSING HOSPITAL, an Illinois not-for-profit corporation ("Tenant"), and Q P & S CLINIC, S.C., d/b/a Quincy Medical Group, an Illinois professional services corporation ("Landlord"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, (in its individual capacity, "GECC" and as agent for Lender, "Agent"), as Agent.

RECITALS

A. Pursuant to a certain Loan Agreement dated as of August 16, 2006 (as the same may be amended, modified, increased, renewed or restated from time to time, the "Loan Agreement") among Landlord and certain affiliates of Landlord (collectively, "Borrower"), as borrower, GECC and the other financial institutions who are or hereafter become parties to the Loan Agreement as lenders (together with GECC, collectively or individually, as the context may require, "Lender"), and Agent, Lender has agreed to make a loan to Borrower in the principal amount of \$36,000,000. Borrower has executed and delivered to Agent one or more promissory notes evidencing the indebtedness incurred by Borrower under the Loan Agreement (as the same may be amended, modified, increased, renewed or restated from time to time, and together with all renewal notes issued in respect thereof, collectively the "Notes"). Borrower's obligations under the Notes are secured by, among other things, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement (as it may be from time to time renewed, extended, amended or supplemented, the "Mortgage"), covering the parcel of land (the "Land") described in Exhibit A to this Agreement and the improvements ("Improvements") on the Land (the Land and the Improvements are collectively referred to as the "Property").

B. Tenant is the tenant under that certain Lease dated November 1, 2006 between Tenant, as tenant, and Landlord, as landlord (as it may from time to time be renewed, extended, amended or supplemented, the "Lease"), with respect to the Property.

C. The term "Landlord" as used in this Agreement means the current landlord under the Lease or, if said landlord's interest is transferred in any manner, the successors or assigns occupying the position of landlord under the Lease at the time in question.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination of Lease. Tenant acknowledges, confirms, agrees and covenants that the Lease and the rights of Tenant under the Lease, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject, subordinate and inferior to (i) the Mortgage and the rights of Agent and Lender under the Mortgage, and all right, title and interest of Agent and Lender in the Property, and (ii) all other security documents now or hereafter

securing payment of any indebtedness of the Landlord (or any prior landlord) to Agent and Lender which cover or affect the Property (collectively, the "Security Documents"). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence securing the indebtedness to Agent and Lender. Without limitation of the effect of such subordination, Tenant acknowledges and agrees that in all events the provisions of the Mortgage relative to the rights of Mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord in lieu thereof) and/or insurance payable by reason of damage to or destruction of any Property shall at all times be prior and superior to and shall control over any contrary provisions in the Lease.

2. Future Unilateral Subordination of Mortgage. Without limitation of any other provision of this Agreement, Agent may, at its option and without joinder or further consent of Tenant, Landlord, or anyone else, at any time after the date of this Agreement, subordinate the lien of the Mortgage (or any other lien or security interest held by Agent which covers or affects the Property) to the Lease by executing an instrument that is intended for that purpose and that specifies such subordination. If Agent elects to subordinate the lien of the Mortgage, Tenant will execute any documents required to evidence such subordination; provided, however, notwithstanding that the Lease may by unilateral subordination by Agent hereafter be made superior to the lien of the Mortgage, the provisions of the Mortgage relative to the rights of Agent and Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord in lieu thereof) and/or insurance payable by reason of damage to or destruction of any Property shall at all times be prior and superior to and shall control over any contrary provisions in the Lease.

3. Non-Disturbance. Agent and Lender agree that so long as the Lease is in full force and effect and Tenant is not in default in the payment of rent, additional rent or other payments or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed (beyond the period, if any, specified in the Lease within which Tenant may cure such default) (any such default being a "Lease Default Event"):

(a) Tenant's possession of the Property under the Lease shall not be disturbed or interfered with by Agent in the exercise of any of its rights under the Mortgage, including any foreclosure or conveyance in lieu of foreclosure, and

(b) Agent will not join Tenant as a party defendant for the purpose of terminating Tenant's interest and estate under the Lease in any proceeding for foreclosure of the Mortgage, except to the extent required under applicable law so long as the complaint therein does not seek termination of Tenant's interest and estate under the Lease.

4. Attornment.

(a) Tenant covenants and agrees that if the Mortgage is foreclosed, as to the Property, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu

of foreclosure, including Agent or an affiliate of Agent, if it is the purchaser or transferee, is referred to as the "New Owner") and Agent does not elect to terminate the Lease by reason of any then existing Lease Default Event, Tenant shall attorn to the New Owner as Tenant's new Landlord. Tenant further covenants and agrees that in such case the Lease shall continue as a direct Lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, other than provisions that are not reasonably susceptible of performance by New Owner.

Notwithstanding the foregoing, in no event shall the New Owner be:

(i) responsible for the performance of any covenant or obligation of any prior Landlord (including the Landlord named herein) under the Lease that is either personal to the prior Landlord or otherwise not susceptible to performance by the New Owner;

(ii) liable for any act, omission, default, misrepresentation, or breach of warranty, of any prior Landlord (including the Landlord named herein) or obligations accruing prior to New Owner's actual ownership of the Property;

(iii) subject to any offset, recoupment, estoppel, defense, claim or counterclaim that Tenant might be entitled to assert against any prior Landlord (including the Landlord named herein);

(iv) bound by any payment of rent, additional rent or other payments Tenant may have made to any prior Landlord (including the Landlord named herein) for more than one (1) month in advance;

(v) bound by any amendment, or modification of the Lease hereafter made without the consent of Agent;

(vi) bound by any consent or acquiescence by any previous landlord (including Landlord) under the Lease to any assignment or sublease hereafter granted without the written consent of Agent; or

(vii) liable for the return or application of any security deposit or other deposit that Tenant may have given to any prior Landlord (including the Landlord named herein) that has not been transferred to New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party to this Agreement or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord, Agent or any New Owner or prospective New Owner, any instrument or certificate which, in the reasonable judgment of Landlord, Agent or any New Owner or prospective New Owner, may be necessary or appropriate in or following any such foreclosure proceeding or otherwise (including acceptance of a deed in lieu) to evidence such

attornment, including, if requested, one or more new leases of the Property at the Base Rent and other terms established as aforesaid and otherwise on the same material terms and conditions as the Lease for the then unexpired term of the Lease as well as a Subordination, Non-Disturbance and Attornment Agreement with any lender on the Property consistent with the terms hereof.

5. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord or Agent, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications of the Lease, (v) that no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (vi) no setoffs, recoupments, estoppels, claims or counterclaims exist against Landlord, and (vii) such other matters as may be reasonably required by Landlord or Agent.

6. Acknowledgement and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that Landlord will execute and deliver to Agent in connection with the financing or refinancing of the Property an Assignment of Leases and Rents and/or the Mortgage assigning absolutely the rent and all other sums due under the Lease as security. Tenant hereby expressly consents to such absolute assignment. Tenant will not amend, alter, terminate, or waive any provision of, or consent to the amendment, alteration, termination or waiver of any provision of the Lease without the prior written consent of Agent. No termination, amendment or alteration of the Lease, and no consent or waiver by Landlord given with respect to the Lease on or after the date hereof, whether pursuant to the terms of the Lease or otherwise, will be effective without the written consent of Agent. Tenant shall not prepay any rents or other sums due under the lease for more than one (1) month in advance of the due date therefor. Tenant acknowledges that Agent and Lender will rely upon this instrument in connection with such financing or refinancing.

(b) Agent, in making any disbursements to Landlord or any other Borrower is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Landlord or another Borrower for purposes other than improvement of the Property.

(c) From and after the date of this Agreement, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Agent; and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Agent and following the time when Agent shall have become entitled under the Mortgage to remedy the same, but in any event not less than thirty (30) days after receipt of such notice or

such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Agent shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, neither Agent nor Lender shall have any duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Agent or Lender, anticipate or require cure of any such default that is personal to Landlord or otherwise not susceptible to cure by Agent.

(d) Tenant shall send a copy of any notice, statement, report or other document under the Lease to Agent at the same time the same is sent to Landlord, including any certificate, report, statement or document which Tenant is obligated to deliver to Landlord pursuant to Section 22(a) of the Lease.

(e) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Property, or any portion of or any interest in the Property, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Agent and Lender.

(f) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Tenant waives any requirement to the contrary in the Lease.

(g) Agent, Lender and any New Owner shall have no liability to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property, including, but not limited to, any provisions relating to exclusive or non-conforming uses or rights, renewal options and options to expand, and in the event of such a conflict, Tenant shall have no right to cancel the Lease or take any other remedial action against Agent, Lender or New Owner, or against any other party for which Agent, Lender or any New Owner would be liable.

(h) Agent, Lender and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of the improvements in which the Property is located or for completion of the Property or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension of the Lease or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

(i) Agent, Lender and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.

(j) If New Owner shall acquire title to the Property, or any portion thereof, Tenant specifically agrees to look solely to the interest of New Owner in the Property for recovery of any judgment from the New Owner, it being specifically agreed that no constituent shareholder, member, partner, officer or director of the New Owner shall ever be personally liable for any such judgment or for the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against the New Owner or its successors in interest. Furthermore, except as otherwise expressly provided herein, the New Owner (and its successors in interest) shall never be liable to Tenant for any indirect or consequential damages suffered by Tenant from whatever cause.

(k) Nothing in this Agreement is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant in the payment of rent and/or any other sums due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed; provided however, that Landlord shall not terminate the Lease or Tenant's right to possession of the Property without Agent's written consent thereto.

(l) Landlord has not agreed to any abatement of rent or other sums or period of "free rent" for any of the Property unless and to the extent the abatement is specifically provided in the Lease, and Tenant agrees that if Agent, or any New Owner becomes the owner of the Property, no agreement for abatement of rent or any other sum not specifically provided in the Lease will be binding on Agent or New Owner.

(m) Tenant has never permitted, and will not permit the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Property except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of similar buildings, such as nonflammable cleaning fluids and supplies normally used in the day to day operation of first class medical office establishments and medical waste, which substances are being held, stored, used and disposed of in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, New Owner, Agent or Lender, as applicable, for any loss, liability, claim or expense, including without limitation, cleanup and all other expenses, including, without limitation, legal fees that Landlord, New Owner, Agent or Lender, as applicable, may incur by reason of Tenant's violation of the requirements of this Paragraph 6(m).

7. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns: (i) that this Agreement does not constitute a waiver by Agent or Lender of any of their respective rights under the Loan Agreement, Mortgage, Notes, Security Documents or any other document executed and delivered in connection therewith (collectively, the "Loan Documents"), or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Loan

Documents; and (ii) that the provisions of the Loan Documents remain in full force and effect and must be complied with by Landlord. Landlord represents and warrants to Agent that a true and complete copy of the Lease has been delivered by Landlord to Agent.

8. Lease Status. Landlord and Tenant certify to Agent and Lender that (a) neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease nor any existing claims, defenses or offsets under the Lease against the other and no state of facts exists that would, with the passage of time or the giving of notice (or both) constitute a default, (b) the Lease is bona fide and contains all of the agreements of the parties to the Lease with respect to the letting of the Property, (c) the Lease has not been modified or amended, (d) all of the agreements and provisions contained in the Lease are in full force and effect, (e) the Lease is for a term of one hundred twenty (120) months commencing on November 1, 2006, (f) the current Monthly Minimum Rent payment under the Lease is \$44,985.00, and no advance rents have been prepaid except for the current month, (g) Tenant has not subleased any portion of the Property or assigned any of its rights under the Lease, and (h) in addition to monthly rent payments, the following amounts are also payable on a monthly basis for the following purposes: Tax Adjustment and Expense Adjustment as defined in Section 4 of the Lease.

9. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give under this Agreement shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile, by nationally recognized overnight delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed).

To Landlord: Q P & S Clinic, S.C.
1101 Maine
Quincy, Illinois 62301
Attention: Dan H. Evans
Facsimile: William P. Sullivan, Administrator

With a copy to: McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606
Attention: Kerrin B. Slattery
Facsimile: 312-984-7700

To Tenant: Blessing Hospital
11 & Broadway Street
P.O. Box C3
Quincy, Illinois 62305-1117
Attention: Jerry R. Jackson, Vice President
Engineering and Facility Dept.
Facsimile: (217) 223-1200

With a copy to: Gardner Carton & Douglas LLP
191 North Wacker Drive, Suite 3700
Chicago, Illinois 60606
Attention: Jennifer R. Breuer
Facsimile: (312) 569-1256

To Agent: General Electric Capital Corporation
2 Bethesda Metro Center, Suite 600
Bethesda, Maryland 20814
Attention: Manager, Portfolio Administration Group
Facsimile: (301) 664-9843

With a copy to: General Electric Capital Corporation
500 West Monroe Street
Chicago, Illinois 60661
Attention: Kevin McMeen, Senior Vice President
Facsimile: (312) 441-7119

And a copy to: General Electric Capital Corporation
4314 Shoalwood Avenue
Austin, Texas 78756
Attention: Diana Pennington, Chief Counsel and
Senior Vice President, Real Estate
Facsimile: (866) 221-0433

Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Agreement or, in the case of facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 9 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan evidenced by the Notes or to require giving of notice or demand to or upon any person in any situation or for any reason.

10. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease or any other agreement, express or implied, between Landlord and Tenant, and shall survive any

termination of the Lease by operation of law following any foreclosure of the lien of the Mortgage.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Loan Agreement, Mortgage, Notes, Security Documents or other Loan Documents.

(c) This Agreement shall inure to the benefit of the parties and Lender, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that if Agent assigns or transfers its interest, all obligations and liabilities of the assigning Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom such interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Agent.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by each of the parties to this Agreement or their respective successors in interest.

(e) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not apply to or affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

(f) If any bankruptcy proceedings shall hereafter commence with respect to Landlord, and if the Lease is rejected by the trustee pursuant to Section 365 of the United States Bankruptcy Code, Tenant agrees with Agent and Lender (i) not to treat the Lease as terminated and (ii) to remain in possession of the Property.

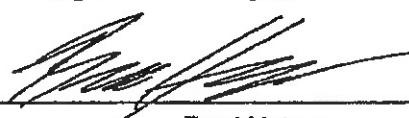
(g) This Agreement may be executed in any number of counterparts, all of which when taken together, shall constitute one original Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

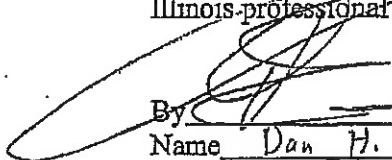
AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as Agent

By 
Name Brad Haber
Title Senior Vice President

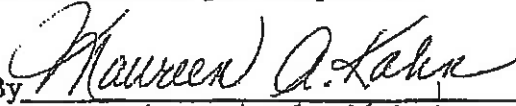
LANDLORD:

Q P & S CLINIC, S.C., d/b/a Quincy Medical Group, an
Illinois professional services corporation

By 
Name Dan H. Evans
Title President

TENANT:

BLESSING HOSPITAL,
an Illinois not-for-profit corporation

By 
Name MAUREEN A. KAHR
Title PRESIDENT / CEO

ACKNOWLEDGMENT

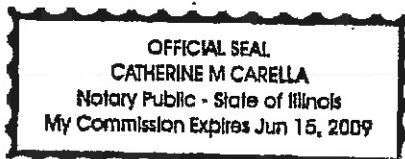
STATE OF IL)
)
COUNTY OF COOK) SS

On this 14 day of November, 2008, before me, the undersigned officer, personally appeared Brad Haber, personally known to me, or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the SVP of GENERAL ELECTRIC CAPITAL CORPORATION, and that as such officer, being duly authorized to do so pursuant to the company's bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in his authorized capacity as such officer, as his free and voluntary act and deed and the free and voluntary act and deed of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Catherine M. Carella
Notary Public



My Commission Expires:

June 15, 2009

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Adams)

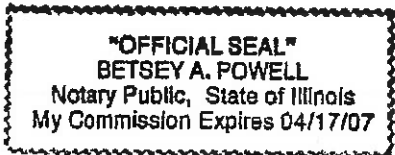
SS

On this 1 day of November, 2006, before me, the undersigned officer, personally appeared Dan H. Evans, personally known to me, or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the President of Q P & S CLINIC, S.C., d/b/a Quincy Medical Group, an Illinois professional services corporation, and that as such officer, being duly authorized to do so pursuant to the company's bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in his authorized capacity as such officer, as his free and voluntary act and deed and the free and voluntary act and deed of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Betsey A. Powell
Notary Public



My Commission Expires:

04/17/07

ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Adams)

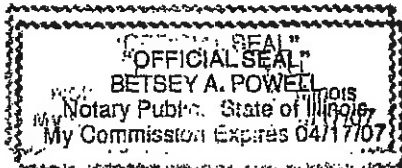
SS

On this 31 day of November, 2006, before me, the undersigned officer, personally appeared Maureen A. Kahn, personally known to me, or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the President / CEO of BLESSING HOSPITAL, an Illinois not-for-profit corporation, and that as such officer, being duly authorized to do so pursuant to the company's bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in his authorized capacity as such officer, as his free and voluntary act and deed and the free and voluntary act and deed of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Betsey A. Powell
Notary Public



My Commission Expires:

04-17-07

EXHIBIT A

Legal Description of the Land

FIRST AMENDMENT TO LEASE

This First Amendment to Lease dated November 1, 2006 is made by and between Blessing Hospital, an Illinois not-for-profit corporation ("Tenant") and Quincy Physicians & Surgeons Clinic, S.C., formerly QP&S Clinic, S.C., and doing business as the Quincy Medical Group, an Illinois medical services corporation ("Landlord").

WITNESSETH

WHEREAS, Tenant and Landlord entered into a Lease dated November 1, 2006 (the "Lease"); and

WHEREAS, Tenant and Landlord desire to amend the Lease to reduce the amount of space being leased by Landlord to Tenant, to reduce the "Minimum Rent" and "Minimum Monthly Rent", and to reduce the "Tenant's Proportionate Share" for fixed Expenses and Taxes effective March 1, 2008.

NOW, THEREFORE, Tenant and Landlord, for and in consideration of the foregoing recitals which are fully incorporated herein by reference, as well as other good and valuable consideration, hereby agree to amend the Lease as follows:

1. Section 1 of the Lease is hereby amended by reducing the rentable square feet from 21,806 square feet to 20,726 square feet. In addition, a revised floor plan is attached hereto and made a part hereof as Exhibit A.

2. Section 3(a) of the Lease is hereby amended to reduce the Minimum Rent from Five Hundred Thirty-nine Thousand Eight Hundred Twenty-one and 50/100 Dollars (\$539,821.50) to Five Hundred Twenty-five Thousand Two Hundred Forty-one and 50/100 Dollars (\$525,241.50) and the Monthly Minimum Rent from Forty-four Thousand Nine Hundred Eighty-five and 00/100 Dollars (\$44,985.00) to Forty-three Thousand Seven Hundred Seventy and 00/100 Dollars (\$43,770.00).

3. Section 4(i)(v) of the Lease is hereby amended to reduce the Tenant's Proportionate Share in lines 2 and 10 from 23.25% to 22.1%.

This First Amendment shall be effective March 1, 2008.

Except as set forth in this First Amendment, the Lease shall remain unaltered and in full force and effect according to its terms and conditions.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, this First Amendment has been executed by Tenant and Landlord in Quincy, Illinois.

TENANT:

Blessing Hospital, an Illinois not-for-profit corporation

By: Maurice A. Kahn
Name: MAURICE A. KAHN
Its: President / CEO

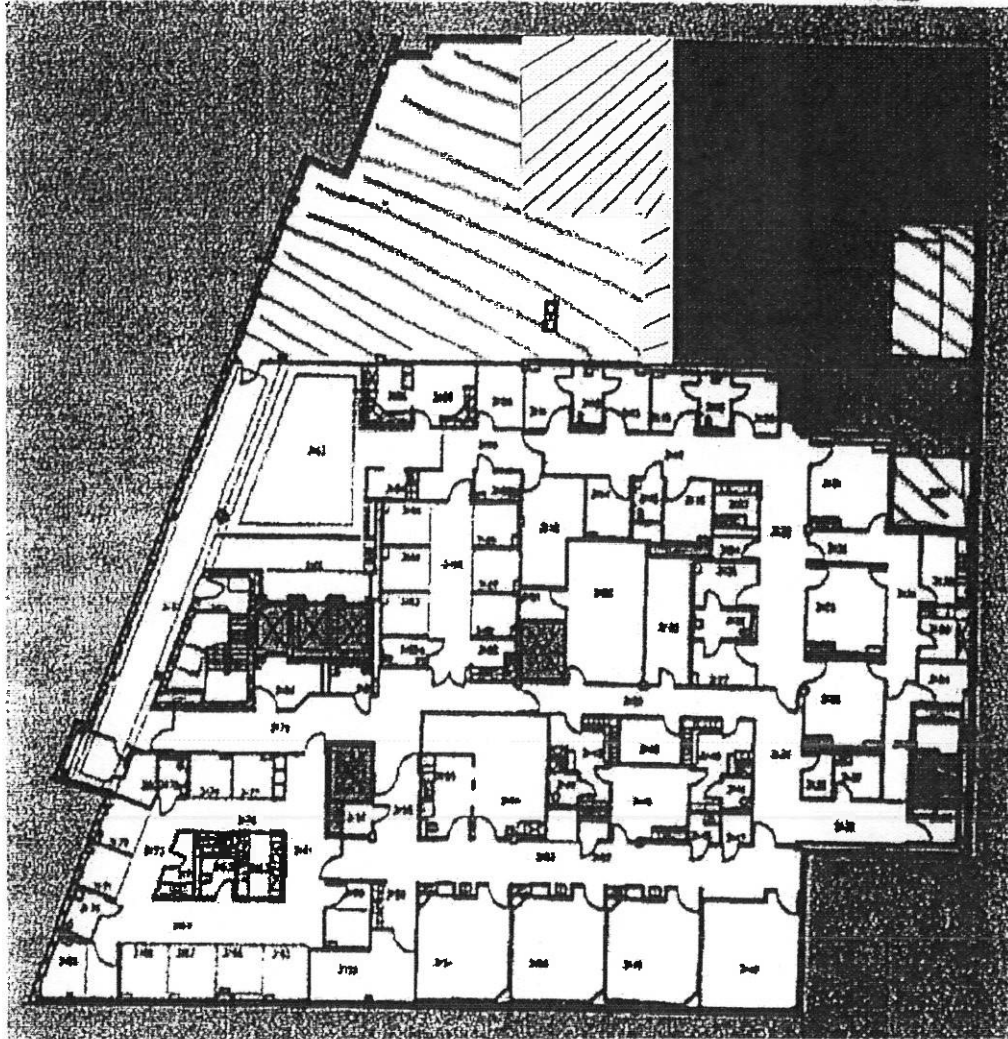
LANDLORD:

Quincy Physicians & Surgeons Clinic, S.C.
d/b/a Quincy Medical Group, an Illinois
medical services corporation

By: Eric R. Stapp
Name: ERIC R. STAPP
Its: CEO

EXHIBIT A

Exhibit A



[Cross-hatched areas are excluded from Premises]

SECOND AMENDMENT TO LEASE

This Second Amendment to the Lease, as previously amended (the "Amendment"), is made on the 27th day of February, 2008, by and between Blessing Hospital, an Illinois not-for-profit corporation ("Tenant"), and Quincy Physicians & Surgeons Clinic, S.C., formerly QP&S Clinic, S.C., doing business as the Quincy Medical Group, an Illinois medical corporation ("Landlord").

WITNESSETH

WHEREAS, Tenant and Landlord entered into the Lease dated November 1, 2006 and the First Amendment to Lease effective March 1, 2008⁹ (collectively, the "Lease"), under which Landlord leases to Tenant, and Tenant leases from Landlord, the Premises; and

WHEREAS, Tenant, at its expense, desires to reconfigure the Premises (a) to convert a general operating room into an operating room devoted to ophthalmologic surgical procedures, and (b) to create a new operating room that will be used for general surgical procedures; and

WHEREAS, Tenant and Landlord desire to amend the Lease to identify and approve the alternations related to the reconfiguration and to extend the Initial Term.

NOW, THEREFORE, Tenant and Landlord, for and in consideration of the foregoing recitals which are fully incorporated herein by reference, as well as other good and valuable consideration, hereby agree to amend the Lease as follows:

1. Pursuant to Section 9 of the Lease, Tenant may make alterations to the Premises only with the advance written consent of Landlord. Landlord and Tenant hereby approve and authorize the alternations to the Premises described in the plans and specifications attached hereto as Exhibit A. Tenant shall be responsible for the costs of such alterations.

2. As of the Effective Date, Section 2(a) of the Lease is deleted in its entirety and replaced with the following:

"(a) The initial term of this Lease (the "Initial Term") shall be one hundred and forty-four (144) complete months, commencing on the Commencement Date and ending on the last day of the 144th complete month after the Commencement Date, unless extended or sooner terminated as herein provided (the "Termination Date"). As used herein, "Term" refers to the Initial Term and to any extension of the Initial Term as hereinafter provided."

3. The "Effective Date" shall be the date on which all of the following have occurred: (a) the alterations to the Premises shall have been completed in conformity with this Amendment and, as altered, the Premises shall be open for business, and (b) any and all governmental regulatory approvals required for the alterations shall have been received.

4. Except as set forth in this Amendment, the Lease shall remain unaltered and in full force and effect according to its terms and conditions. Capitalized terms not defined in this Amendment shall have the meanings set forth in the Lease.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, this Second Amendment has been executed by Tenant and Landlord in Quincy, Illinois.

TENANT:

Blessing Hospital, an Illinois not-for-profit corporation

By: Blessing Hospital
Name: Mallard Kahn
Its: President / CEO

LANDLORD:

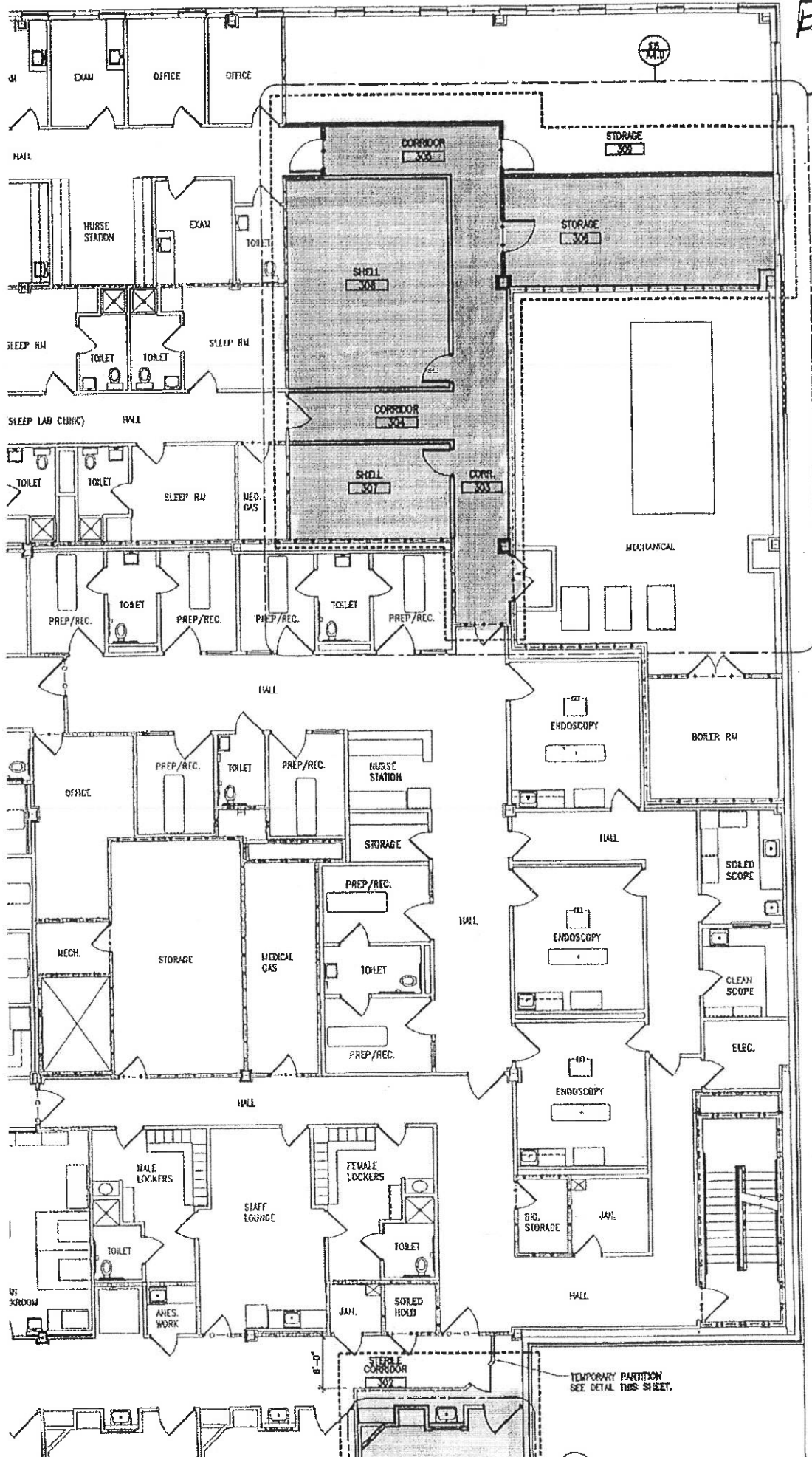
Quincy Physicians & Surgeons Clinic, S.C.
d/b/a Quincy Medical Group, an Illinois
medical services corporation

By: [Signature]
Name: ALIC SINGH
Its: CEO

Exhibit A

Plans and Specifications for Alterations

Exhibit
A



**AMENDMENT TO THE
AMBULATORY SURGERY CENTER
MANAGEMENT AGREEMENT**

This Amendment to the Ambulatory Surgery Center Management Agreement (the "Amendment") is entered into the 16TH day of AUGUST, 2011, by and between Blessing Hospital, an Illinois not-for-profit corporation (the "Hospital"), and Quincy Physicians and Surgeons, S.C., d/b/a Quincy Medical Group, an Illinois medical corporation ("Manager") (each a "Party" and referred to collectively herein as the "Parties").

WHEREAS, Hospital and Manager entered into the Ambulatory Surgery Center Management Agreement (the "Agreement") on October 31, 2006, under which Hospital engaged Manager to manage the Facility; and

WHEREAS, Hospital and Manager desire to amend the Agreement relating to the Medical Consulting Committee and number of Meetings. Parties would like to amend the first sentence of Section 2(b) as follows:

"(b) Meetings. The Medical Consulting Committee meetings are scheduled on a monthly basis; however, Parties are agreeable to cancel any meeting(s) if an insufficient agenda exists, and shall document all meetings with written minutes."

IN WITNESS WHEREOF, this Amendment has been executed by the Parties in Quincy, Illinois.

BLESSING HOSPITAL

By: Jill K Mason

Name: JILL K MASON

Title: Chief Nursing Officer

QUINCY PHYSICIANS AND SURGEONS, S.C.
d/b/a QUINCY MEDICAL GROUP

By: Richard F. Schlepphoast, M.D.

Name: RICHARD F. SCHLEPPHOAST, M.D.

Title: CHIEF MEDICAL OFFICER