

Constantino, Mike

12-051

From: Murer, Cherilyn [CMurer@murer.com]
Sent: Monday, August 13, 2012 2:45 PM
To: Constantino, Mike
Cc: 'Kasper, Michael A.'; 'Fine, Dennis'; 'Clare.Ranalli@hklaw.com'; 'Anne_Murphy@rush.edu'; Avery, Courtney; Urso, Frank; Matthew Dunne; Monica Hon
Subject: Updated - Amended Sections of Project 12-051
Attachments: Attachment 7 (amended 8.8.12).docx; Attachment 9 Updated 8.8.12.docx; Lease.pdf; Term Sheet - Executed Oct 2011.pdf

Dear Mike,

In keeping with our conversation earlier today, please find enclosed:

1. An unredacted copy of the loan term sheet (see page 30 of the CON application)
2. An unredacted copy of the lease (see page 41 of the CON application)
3. Updated project cost and source of funds information, with the cost of the land purchase removed
4. Updated cost/space chart reflecting the removal of the cost of land

As per your instructions, we have not included an unredacted copy of Attachment 12-Exhibit due to lack of relevance to the CON application.

Please let us know if there is any additional documentation or information that you require.

Thank you,

Cherilyn

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SECTION I – IDENTIFICATION, GENERAL INFORMATION AND CERTIFICATION

Project Cost and Source of Funds

USE OF FUNDS

Table 1: Use of Funds

USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$10,982.08	\$9,357.92	\$20,340.00
Site Survey and Soil Investigation	\$32,800.47	\$27,949.53	\$60,750.00
Site Preparation	\$276,376.45	\$235,502.55	\$511,879.00
Off Site Work			\$0
New Construction Contracts	\$14,601,472.33	\$12,442,029.67	\$27,043,502.00 (includes linac build-out)
Modernization Contracts			N/A
Contingencies	\$328,219.54	\$279,678.46	\$607,898.00
Architectural/Engineering Fees	\$1,009,071.89	\$859,838.11	\$1,868,910.00
Consulting and Other Fees	\$580,066.14	\$494,278.93	\$1,074,345.07
Movable or Other Equipment (not in construction contracts)	\$2,862,172.00	\$0.00	\$2,862,172.00
Bond Issuance Expense (project related)			N/A
Net Interest Expense During Construction (project related)	\$118,783.58	\$101,216.42	\$220,000.00 (Interest Reserve)
Fair Market Value of Leased Space or Equipment			N/A
Other Costs to Be Capitalized	\$76,132.17	\$64,872.83	\$141,005.00
Acquisition of Building or Other Property (excluding land)	\$971,865.63	\$828,134.37	\$1,800,000.00
TOTAL USES OF FUNDS	\$20,867,942.28	\$15,342,858.79	\$36,210,801.07

Table 2: Preplanning Costs Itemized

Item	Total Cost
Feasibility and Planning Work	\$15,440
Other Engineering Due Diligence	\$4,900
TOTAL	\$20,340

Table 3: Site Survey and Soil Investigation Itemized

Item	Total Cost
Soils Report (Architect and Engineer)	\$7,250
Alta Survey (Architect and Engineer)	\$3,500
Survey and Layout (Leopardo Construction)	\$50,000
TOTAL	\$60,750

Table 4: Consulting and Other Fees Itemized

Item	Total Cost
Construction Management Fee	\$300,000
Permits and Other Fees	\$750,000
Construction Consultant Front End	\$4,000
Construction Consultant Monthly	\$9,600
Bank of America Appraisal Fee	\$6,500
Wheaton Bank and Trust Co. Appraisal Fee	\$350
Bank of America Environmental Review Fee	\$360
Survey	\$3,535.07
TOTAL	\$1,074,345.07

Table 5: Movable or Other Equipment Itemized

Item	Total Cost
Linear Accelerator (Purchase Price)	\$2,862,172
TOTAL	\$2,862,172

Table 6: Acquisition of Building or Other Property Itemized

Item	Total Cost
Furniture and Fixtures	\$1,500,000
IT, Phones & Infrastructure	\$300,000
TOTAL	\$1,800,000

Table 7: Other Costs to be Capitalized Itemized

Item	Total Cost
Loan Fee	\$77,000
Bank Attorney	\$40,000
Title Company and Recording	\$15,905
Escrow Agent Draw and Wire Fee (12 months)	\$8,100
TOTAL	\$141,005

SOURCE OF FUNDS

Table 8: Source of Funds

SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$7,672,771.77	\$6,538,029.30	\$14,210,801.07
Pledges			N/A
Gifts and Bequests			N/A
Bond Issues (project related)			N/A
Mortgages	\$11,878,357.74	\$10,121,642.26	\$22,000,000.00
Leases (Fair market value)			N/A
Governmental Appropriations			N/A
Grants			N/A
Other Funds and Sources			N/A
TOTAL SOURCES OF FUNDS	\$19,551,129.50	16,659,671.57	\$36,210,801.07

SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Cost Space Requirements

Dept./Area	Cost	Gross Sq. Ft.		Amount of Proposed Total Gross Sq. Ft. That Is			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Imaging	\$5,378,091.96	N/A	14,138	14,138	N/A	N/A	N/A
Chemo and Infusion Medical Services (Rush Univ. Med. Center)	\$4,917,427.84	N/A	12,927	12,927	N/A	N/A	N/A
Radiation Oncology (excluding linear accelerator)	\$2,151,160.71	N/A	5,655	5,655	N/A	N/A	N/A
Linear Accelerator	\$3,454,576.78*	N/A	965	965	N/A	N/A	N/A
Primary Care, Immediate Care, Retail Pharmacy, and Lab	\$5,070,348.55	N/A	13,329	13,329	N/A	N/A	N/A
Total Clinical	\$20,971,605.84	N/A	47,014	47,014	N/A	N/A	N/A
NON REVIEWABLE							
Common Space, Atrium	\$4,846,293.08	N/A	12,740	12,740	N/A	N/A	N/A
Physician Office (General)	\$5,931,573.63	N/A	15,593	15,593	N/A	N/A	N/A
Physician Offices (Oncology)	\$4,461,328.52	N/A	11,728	11,728	N/A	N/A	N/A
Total Non-clinical	\$15,239,195.23	N/A	40,061	40,061	N/A	N/A	N/A
TOTAL	\$36,210,801.07	N/A	87,075	87,075	N/A	N/A	N/A

*The cost for the 965 sq. ft. devoted to the linear accelerator includes (1) the premium build-out cost of \$225,319 and (2) the purchase price of \$2,862,172.

TERM SHEET PROPOSAL
DMG Real Estate, LLC
October 17, 2011

This Term Sheet Proposal is presented for discussion purposes only, and replaces the Proposal dated August 3, 2011. It is not a commitment to lend by Bank of America or any of its affiliates. Bank of America may withdraw or amend it at any time in its sole discretion. If Bank of America does extend a loan commitment, the actual terms and conditions (including pricing and financial covenants) will be subject to completion of due diligence, Bank of America's credit and documentation standards, necessary credit approval, market conditions and other considerations determined by Bank of America in its sole discretion.

- BORROWER:** DMG Real Estate, LLC (the "Borrower").
- ADMINISTRATIVE AGENT & ARRANGER:** Bank of America, N.A. (the "Administrative Agent," "Arranger" or "BANA") will act as sole and exclusive administrative agent and arranger.
- LENDERS:** A syndicate of financial institutions (including BANA), arranged by the Administrative Agent and acceptable to the Borrower and BANA.
- GUARANTOR:** Unlimited guaranty of payment of Du Page Medical Group, Ltd. ("DMG")
- CREDIT FACILITY:** Construction-to-Permanent Term Loan Facility ("Credit Facility") consisting of an initial Construction Loan ("Construction Loan") and a subsequent permanent Term Loan ("Term Loan").
- CREDIT FACILITY AMOUNT:** The lesser of:
(i) \$22,000,000; or
(ii) 70% of the Fair Market Value of the Property, as evidenced by a satisfactory as-completed appraisal performed by the Bank.
- BANA SHARE/ PARTICIPATION:** BANA will hold up to \$11,220,000 or 51% of the Credit Facility.

On a best efforts basis, BANA will pursue a participation(s) in the facility for up to \$10,780,000 or 49% of the Credit Facility.
- "BEST EFFORTS" SYNDICATION** BANA will use its best efforts to form a syndicate of financial institutions ("Lenders") for the Credit Facility, based on the indicative terms and conditions contained herein. This Proposal represents our current view of where a transaction such as this would clear the market, but are subject to change.

The Borrower agrees to actively assist BANA in achieving a successful syndication of the Facility. To assist BANA in its syndication efforts, the Borrower agrees to: (i) provide, and cause its advisors to provide, BANA and each other Lender that becomes part of the syndicate of financial institutions upon request with all information reasonably deemed necessary by BANA to complete the syndicate; (ii) assist BANA upon reasonable request in the preparation of marketing materials to be used in connection with the syndication of the Facility; and (iii) otherwise assist BANA in its syndication efforts, including making available officers and advisors of the Borrower/Guarantor and its affiliates and subsidiaries from time to time to attend and make presentations regarding the business and prospects of the Borrower/Guarantor and at a meeting or meetings of prospective syndicate members.

MARKET FLEX	The Borrower will cooperate with BANA's recommendations to change the structure or terms (including pricing) of the Credit Facility, if BANA determines that such changes will be necessary in order to ensure a successful syndication of an optimal credit structure of the Credit Facility. Such change to structure, terms or amount may occur before or after initial close of the Credit Facility. If the Borrower withholds consent, BANA or the Borrower may terminate any commitments that may have been issued and any further discussions or efforts with respect to the Credit Facility. The Borrower shall remain liable for all costs actually incurred during the negotiation, preparation, execution and syndication of the Credit Facility whether or not such Credit Facility closes.
CLEAR MARKET PROVISION:	From the date of acceptance of this Proposal and continuing until execution and delivery of the Credit Facility, there shall be no competing offering, placement or arrangement of any debt securities or bank financing by or on behalf of the Borrower/Guarantor. The Borrower will immediately notify BANA if any such transaction is contemplated.
PURPOSE:	The proceeds of the Credit Facility shall be used for the construction and permanent financing of an approximate 100,000 sq. ft. medical office building in Lisle, IL (the "Property").
MATURITY:	<ul style="list-style-type: none">• Construction Loan: 12 months from Closing Date• Term Loan: 5 years from Term Loan Conversion.
CLOSING DATE:	Targeted December 31, 2011
INTEREST RATE:	<ul style="list-style-type: none">• Construction Loan: LIBOR 1 Month Fixed Rate plus 1.50%• Term Loan: LIBOR 1 Month Fixed Rate plus 1.25% <p>The LIBOR 1 Month Fixed Rate shall be renewed upon the expiration of the initial interest period for a like tenor, or other tenor as agreed to by the Bank, and the rate adjusted to the applicable LIBOR Fixed Rate in effect at the time of such renewal.</p>
INTEREST CALCULATION	All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360-day year.
INTEREST RATE PROTECTION	The Borrower shall enter into interest protection agreements acceptable to BANA for up to 50% of the principal amount of the Credit Facility for a term no less than 3 years, within 60 days of Term Loan Conversion. The terms of such interest rate swap shall be governed by the standard ISDA Master Agreement and related documentation.
UPFRONT FEE:	35 bps, payable at closing to Lenders based on their pro rata share.
ARRANGER FEE:	15 bps, payable at closing to Arranger.
AGENCY FEE:	\$10,000 payable annually to Administrative Agent.

**CONSTRUCTION LOAN
DISBURSEMENTS:**

The Borrower may request disbursements up to the Credit Facility Amount. Conditions to each disbursement will be usual and customary for transactions of this type, including, without limitation: (i) all representations and warranties are true and correct as of the date of each loan, and (ii) no event of default has occurred or is continuing under the Credit Facility or would result from such loan.

Conditions applicable to construction disbursements include, but are not limited to, the following:

- The Credit Facility shall be subject to the receipt, review, and acceptance of the plans and specs of the proposed project by BANA's Commercial Banking Construction ("CBC") Division and an outside consultant hired by the Bank to perform a Front End Plan and Cost Review. This cost is paid by the Borrower. The Bank shall provide a checklist of all construction related documents and permits required for closing.
- The Credit Facility shall be further subject to approval of the contractor and the contract for the proposed project by BANA's CBC Division.
- Construction costs and disbursements shall be administered by BANA's CBC Division during the construction phase.
- Each Construction Loan disbursement will be evidenced by a monthly inspection plus a cost review by BANA's construction monitoring consultant, which will be paid for by the Borrower.
- The Borrower's equity in the construction draws shall be determined based on formation of current equity in the Property and formal credit approval, and either:
 - (i) Shared with each draw; or
 - (ii) Lump sum upfront

**TERM LOAN
CONVERSION:**

The Construction Loan shall convert to a Term Loan ("Term Loan Conversion"), subject to satisfaction of usual and customary conditions for transactions of this type, including but not limited to:

- Final Construction Loan disbursement
- Construction completion on the Property
- Confirmation of waiver of all mechanic's lien claims
- Delivery of ALTA Loan policy
- Delivery of permanent insurance
- Delivery of certificate of occupancy
- Execution of all applicable Property leases
- Confirmation that no judgments or tax liens exist on either the Property or the Borrower.

REPAYMENT:

The Credit Facility shall be subject to monthly interest payments.

The Term Loan shall be subject to equal monthly installments of principal based on a 20-year amortization schedule.

PREPAYMENTS:

The Borrower may prepay any variable rate loan under the Credit Facility in whole or in part at any time without penalty, except for reimbursement of BANA's breakage and redeployment costs in the case of prepayment of LIBOR based borrowings.

**REAL ESTATE
COLLATERAL:**

A first priority mortgage on real property commonly known as 430 Warrenville Road located in Lisle, Du Page County, Illinois. Any existing leases on the real property shall not contain any right to purchase the property or any right of first refusal unless such rights are subordinated to BANA's lien in a manner satisfactory to the Bank. At BANA's request, Borrower shall provide the Bank with a complete copy of any existing lease on the real property.

Such lien on the real property shall be subject to such terms and conditions as the Bank may reasonably impose including, but not limited to, a loan to value ratio not to exceed 70%, an appraisal (to be ordered by Bank of America), instrument survey, title insurance (with all required endorsements) and environmental Phase I survey (to be completed by Borrower), all of which shall be acceptable to Bank of America and its counsel.

The foregoing security shall also secure any liabilities of Borrower to the Bank arising under any interest rate swap/foreign currency swap or other hedging arrangement.

**CONDITIONS
PRECEDENT:**

The closing (and the initial funding) of the Credit Facility will be subject to satisfaction of the conditions precedent deemed appropriate for transactions of this type including, but not limited to, the following:

- (i) The negotiation, execution and delivery of definitive documentation for the Credit Facility satisfactory to Bank of America, which shall include, without being limited to satisfactory opinions of counsel to the Borrower and Guarantor and such other customary closing documents as Bank of America shall reasonably request.
- (ii) There shall not have occurred a material adverse change in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Borrower and Guarantor taken as a whole or in the facts and information regarding such entities as represented to date.
- (iii) The absence of any action, suit, investigation or proceeding pending or threatened in any court or before any arbitrator or governmental authority that purports (a) to materially and adversely affect the Borrower or Guarantor, or (b) to affect any transaction contemplated hereby or the ability of the Borrower or the Guarantor to perform their respective obligations under the documentation for the Credit Facility.
- (iv) Additional due diligence on the Property consistent with transactions of this type, including, but not limited to, as-completed appraisal of the Property, environmental due diligence, evidence of all required insurance, satisfactory title insurance, and review of the construction and architect contracts and documents by BANA's CBC Division and the outside consultant hired by the Bank.
- (v) Payment of all fees and expenses then due and payable.
- (vi) Receipt of items as listed on Exhibit A.

RELATIONSHIP:

DMG shall maintain BANA as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts.

**REPRESENTATIONS
AND WARRANTIES:**

Usual and customary for transactions of this type, to include, without limitation: (i) due organization, valid existence and good standing (ii) due authorization/enforceability; (iii) correctness of specified financial statements and no material adverse change; (iv) binding effect and enforceability of loan documents; (v) no liens or encumbrances other than as disclosed to Bank of America; (vi) compliance with environmental laws; (vii) no material litigation; (viii) payment of taxes.

COVENANTS:

Usual and customary for transactions of this type, to include, without limitation: (i) due organization, valid existence and good standing (ii) due authorization/enforceability; (iii) correctness of specified financial statements and no material adverse change; (iv) binding effect and enforceability of loan documents; (v) no liens or encumbrances other than as disclosed to Bank of America; (vi) compliance with environmental laws; (vii) no material litigation; and (viii) payment of taxes.

The Borrower may be required to obtain a payment and performance bond for the general contractor, subject to BANA's review of the contractor's AIA Statement of Qualifications and financial statements.

**FINANCIAL
COVENANTS:**

Financial covenants of the Borrower will include:

- Minimum Debt Service Coverage Ratio ("DSCR") of 1.20x, measured quarterly and calculated on a three-months basis.

DSCR shall be defined as the ratio of (a) Cash Flow to (b) the sum of scheduled principal and interest payments on all long-term debt.

"Cash Flow" is defined as (a) net income, after income tax, (b) less income or plus loss from discontinued operations and extraordinary items, (c) plus depreciation, amortization and other non-cash charges, (d) plus interest expense on all obligations, and (e) minus dividends, withdrawals, and other distributions.

Financial covenants of the Guarantor will include:

Financial covenants and definitions for the Guarantor will be consistent with those contained in the Loan Agreement between BANA and DMG dated 12/31/2010, as follows:

- Minimum Tangible Net Worth of \$40,000,000 + 50% of net income after 12/31/2009, tested quarterly on a year-to-date basis.
- Minimum Debt Service Coverage Ratio of 1.50x, tested quarterly on a trailing 12-months basis.
- Maximum Senior Debt/EBITDA of 3.50x, tested quarterly on LTM basis
- Minimum Fixed Charge Coverage of 1.10x, tested quarterly on a trailing 12-months basis.

- Maximum unfunded capital expenditures in any fiscal year, tested quarterly on a year-to-date basis, of:
 - \$15,000,000 for fiscal year ended 12/31/2011
 - \$20,000,000 for fiscal years ended 12/31/2012 and thereafter
- Maximum aggregate rental payments under operating leases in any fiscal year, tested quarterly on a year-to-date basis, of:
 - \$25,000,000 for fiscal year ended 12/31/2011
 - \$30,000,000 for fiscal years ended 12/31/2012 and thereafter

**REPORTING
REQUIREMENTS:**

Financial reporting from the Borrower will include:

Prior to Term Loan Conversion:

- Project reporting as required by BANA's CBC Division.
- Copy of any executed lease(s) on the Property, as well as any future amendments and/or modifications

After Term Loan conversion:

- Quarterly financial statements of the Borrower within 45 days of quarter end (including the fourth fiscal quarter of each year), certified and dated by the Borrower's authorized financial officer
- Annual rent roll for the Borrower and the Property within 45 days of year end

Financial reporting from the Guarantor will include:

Financial reporting for the Guarantor will be consistent with that outlined in the Loan Agreement between BANA and DMG dated 12/31/2010, as follows:

- Annual audited consolidated financial statements within 120 days of FYE, certified and dated by DMG authorized financial officer
- Quarterly consolidated financial statements within 45 days of quarter end (including the fourth fiscal quarter of each year), certified and dated by DMG authorized financial officer
- Annual consolidated budget within 60 days of commencement of each fiscal year, certified by CFO
- Quarterly compliance certificate within 45 days of each quarter end, signed by authorized financial officer showing calculations of financial covenants
- Monthly summary A/R aging by payor class, within 30 days of month end

In addition, reporting will include the following:

- Any other information from the Guarantor and/or Borrower as the Bank shall reasonably request.

- EVENTS OF DEFAULT:** Usual and customary in transactions of this type, to include without limitation: (i) nonpayment of principal, interest, fees or other amounts; (ii) violation of covenants; (iii) inaccuracy of representations and warranties; (iv) cross-default to other material agreements and indebtedness; (v) bankruptcy and other insolvency events; (vi) creditor or forfeiture proceedings; (vii) actual or asserted invalidity of any loan documentation or security interests; (viii) material events affecting guarantor; (ix) change in control and (x) material adverse change.
- GOVERNING LAW/ARBITRATION:** State of Illinois. Any dispute arising out of or related to this letter or the final loan documentation shall be determined by binding arbitration in accordance with the Federal Arbitration Act. All arbitration proceedings shall be conducted through the American Arbitration Association (an independent, alternative dispute resolution service).
- EXPENSES:** Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the Credit Facility, whether or not the loan closes, including, without limitation:
- BANA's attorneys' fees (including the allocated cost of internal counsel), estimated at \$25,000
 - Applicable construction-related administration fees, including but not limited to: appraisal(s), cost analysis, site inspection, title, environmental review, flood certification and, if applicable, contractor payment and performance bond.
- CREDIT PROCESS TIMEFRAME:** The credit process will take 15 business days from the point at which BANA is officially awarded the transaction and has in its possession all materials necessary to undertake a full credit analysis.
- EXPIRATION OF TERMS AND CONDITIONS** Unless rescinded earlier, consideration of a financing based on the terms and conditions presented in this term sheet shall automatically expire 30 days from the date hereof.
- BANA reserves the right to terminate, reduce or otherwise amend its commitment if the subject transaction is not closed within 90 days of the receipt of a signed term sheet

This Term Sheet Proposal contains confidential and proprietary loan structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the credit facilities contained in this Term Sheet Proposal or as may be required by law, the contents of the Term Sheet Proposal may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed credit facilities.

**AGREEMENT BY THE
BORROWER:**

The Borrower hereby agrees to engage BANA to provide the Credit Facility which is the subject hereof, pursuant to the terms and conditions stated herein.

Please evidence your acceptance of the foregoing by signing and returning a copy of the document to BANA.

Accepted and Agreed to:

By:  Date: 10/17/2011

Exhibit A

- Satisfactory ALTA Survey – Signed, sealed and certified to Lender, Title Company and Borrower
- Detailed project construction cost breakdown from the contractor including an itemization and schedule of disbursements
- Sets of detailed construction plans and specifications for all architectural, structural, mechanical, plumbing, electrical, site development (on and off-site) and other work for or in connection with the Improvements which have been approved by the municipality
- Fully executed copies of Borrowers' construction, architectural and engineering contracts regarding the Improvements
- Project description of improvements
- Construction schedule (provided by the contractor – usually a bar chart)
- Architect and/or Engineer list of permits required and site development permit status data
- Insurance – Fire, all-risk replacement cost coverage, builder's risk, Contractor's liability, Borrower Liability and flood insurance if project is in a flood zone
- Satisfactory Soil Report with recommendations
- Satisfactory Environmental information
- Zoning and concurrency letter
- Utility availability letters (should also state that capacity is available and appropriate for this project)
- Title commitment
- True and correct copies of valid building permit for the Improvements and all other applicable permits, licenses and approvals necessary for construction.
- Performance and Payment bonds (Unconditional) for each original construction contractor (and any material subcontractor as required by Lender) naming Lender as an additional obligee and in amount, form and content, and issued by sureties, satisfactory to Lender and in compliance with applicable law.

The above list is provided for informational purposes only.

A more detailed and all inclusive listing of the construction requirements will be included in the Construction Loan Agreement and related loan documentation.

Borrower Indemnification Letter

On this 17th day of October, 2011, DMG Real Estate, LLC (the "Borrower") wishes to induce Bank of America, (the "Bank") to waive its right to retain sole possession of the appraisal report (the "Appraisal"), prepared by CB Richard Ellis (the "Appraiser") with respect to the property consisting of DuPage Medical MOB as of the date of the Appraisal, and located at 1807 S. Highland Ave., Lombard, DuPage County, IL (collectively the "Property").

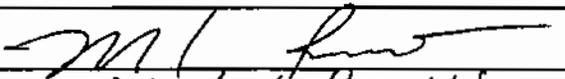
In consideration of the Bank's agreement to deliver a copy of the Appraisal to the Borrower, the Borrower hereby agrees with the Bank and acknowledges to the Bank, the following:

- (a) As of the date hereof, the Bank
 - (i) does not represent that the presumptions or opinions in the Appraisal are relevant or accurate;
 - (ii) does not represent that the appraisal has been or has not been approved by the Bank;
 - (iii) does not represent that the Bank endorses or does not endorse the opinions set forth in the Appraisal and;
 - (iv) is transmitting the Appraisal to the Borrower without representation or warranty.
- (b) The Borrower will hold the Appraisal in confidence and will not distribute it to any other person or entity, except its employees, agents, attorneys, consultants, or unless compelled by law or judicial proceedings, without the Bank's prior written consent.
- (c) The Borrower will indemnify and hold the Bank harmless from and against, and reimburse it for, any and all claims, demands, liabilities, losses, damages, causes of action, judgments, penalties, costs and expenses of every kind, known or unknown, which may be imposed upon, asserted against, or incurred or paid by the Bank at any time and from time to time, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with the content or accuracy of the Appraisal, the Borrower's use of the Appraisal, and subsequent use of the Appraisal by any third party to whom the Borrower provides the Appraisal.
- (d) The Borrower hereby waives any and all present and future claims, actions, causes of action, defenses and/or counterclaims which it may now or hereafter assert against the Bank in connection with the content or accuracy of the Appraisal, the Borrower's use of the Appraisal, and subsequent use of the Appraisal by any third party to whom the Borrower provides the Appraisal.

For purposes of this Agreement, the term "Bank" shall include, without limitation, its present, former and future officers, directors, associates, agents, parents, subsidiaries, affiliates, successors and assigns.

EXECUTED this 17th day of October, 2011.

BORROWER:

By: 
Name: Michael V. Sacchetti
Title: CFO

LEASE

This lease (the "Lease") made and entered into as of October 12, 2011, constitutes an Agreement by and between DuPage Medical Group, LTD (the "Landlord"), and Rush University Medical Center, an Illinois not-for-profit corporation located at 1653 West Congress Parkway, Chicago, IL 60612 (the "Tenant").

WHEREAS, Landlord, Tenant, Rush System for Health and Rush Health are parties to that certain Affiliation Agreement dated October 12, 2011, (the "Affiliation Agreement") pursuant to which the parties have agreed to collaborate to provide accessible, high quality, cost-effective health care services to promote the general public health and improve the health status of citizens living in the communities serviced by Landlord and Tenant;

WHEREAS, Landlord and Tenant are parties to that certain Master Clinical Collaboration Agreement (the "Master Collaboration Agreement") pursuant to which the parties set forth the framework for their various clinical collaborations, and the terms of which are specifically incorporated herein by reference; and

WHEREAS, Landlord and Tenant are parties to a Cancer Center Collaboration Agreement pursuant to which the parties set forth the framework for collaboration in the development of a cancer treatment center (the "Cancer Center"), and the terms of which are specifically incorporated herein by reference; and

WHEREAS, Landlord intends to construct and own a building located at 430 Warrenville Road in Lisle, Illinois (the "Medical Office Building" or "M.O.B") in which the Cancer Center will be located;

WHEREAS, Tenant intends to lease space in the M.O.B. from Landlord to provide on-site medical oncologists and surgeons and other health care professionals to support Landlord and Tenant patients by providing comprehensive cancer treatment, including oncologic infusion services (the "Infusion Services"); and

WHEREAS, the Infusion Services will be provided in designated space within the Cancer Center (the "Infusion Center") and the Infusion Center will be established as a satellite location of Tenant, pursuant to rules and regulations applicable to Provider Based Clinics.

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant the Infusion Center.

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I – The Demise

- 1.1 **The Leased Premises:** Landlord hereby leases to the Tenant that certain space known as the Infusion Center being Suite 200 (the "Premises"), comprising approximately 12,927 rentable square feet of the Medical Office Building located at 430 Warrenville Road, Lisle, Illinois 60532. The Medical Office Building and surrounding land are collectively referred to as the "Real Property." The floor plan of the Premises is depicted on Exhibit A, attached hereto and made a part hereof. The Premises comprises 14.55% of the Medical Office Building.

- 1.2 Use of Premises: The Premises shall at all times during the Term be used and occupied by Tenant, its sublessees, assignees, agents and employees only as medical offices for licensed physicians ("Physicians") to engage in the private practice of medicine solely limited to the provision of chemotherapy and infusion medical services and other related activities solely incidental thereto; except the provision or operation of ancillary medical care services and facilities described in paragraph 24 of the Rules and Regulations (Exhibit B). Nothing in this Section 1.2 or elsewhere in this Lease requires or shall require any Physician or any person associated with a Physician to refer any patient to or order or purchase any item of service from Tenant, Landlord or any of their affiliates.

The medical practice ("Practice") conducted upon the Premises shall at all times be conducted under the supervision and authority of a Physician.

Tenant shall act in accordance with and not violate any restrictions or covenants of record affecting the Premises or the M.O.B. Landlord shall inform Tenant in writing of any such restrictions or covenants. Tenant shall not use or occupy the Premises in violation of law or of the certificate of occupancy issued to the M.O.B. of which the Premises are a part, and shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of any law, code, governmental regulation or a violation of said certificate of occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant with respect to the use or occupancy thereof.

Tenant shall not do nor permit to be done anything in the Premises which will invalidate or increase the cost of any casualty and extended coverage insurance policy covering the M.O.B. and/or property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph. Tenant shall not do or permit anything to be done in, on or about the Premises which would in any way unreasonably obstruct or interfere with the rights of other tenants or occupants of the M.O.B., or use or allow the Premises to be used for any unlawful purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

1.3 Exclusivity:

(a) During the Term, as defined herein, Landlord hereby agrees that it shall not lease any space in the Medical Office Building to (i) a provider of oncologic infusion services, (ii) a provider of any services which are competitive with those services provided under the Master Collaboration Agreement, or (iii) any hospital, health system, academic medical center or "Affiliate" thereof, as defined herein.

(b) During the Term Landlord hereby agrees that neither it nor any of its Affiliates shall develop, acquire, lease to or from or invest in new or existing oncologic infusion services within its Service Area except for expansions of oncologic infusion services developed with Tenant.

(c) Definitions: "Affiliate" shall mean, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning or controlling, directly or indirectly, five percent (5%) or more of the outstanding voting securities, equity interests, or membership interests (including such interests in a not-for-profit organization), of such Person; (iii) any officer, director, shareholder, member, manager or partner of such Person; (iv) any company in which such Person is an officer, director, member, manager or partner. "Person" shall mean any individual, partnership, corporation, trust, limited liability company, association, joint venture, investment fund, joint stock company, organization, business, trust or any other entity or organization, including a government or any department, agency or political subdivision thereof. "Service Area" shall mean (i) Cook, DuPage and Will Counties in Illinois and (ii) within a 15 mile radius of any cancer treatment center sites established between Landlord and Tenant outside of such counties.

(d) If any court of competent jurisdiction shall at any time deem any particular restrictive covenant contained in this Section 1.3 unreasonable, the other provisions of this Section 1.3 shall nevertheless stand, the duration of the exclusivity (i.e. the "Term") shall be deemed to be the longest period permissible by law under the circumstances and the Service Area shall be deemed to comprise the largest territory permissible by law under the circumstances, as determined by the court in each case.

(e) If the event the Cancer Collaboration Agreement between the Landlord and Tenant is terminated for any reason, the parties shall, within six (6) months of the termination of the Cancer Collaboration Agreement, meet and confer in good faith to determine whether this Lease should also be terminated and the terms of any such termination. Any decision to terminate the Lease must be agreed to by both Landlord and Tenant.

1.4 Environmental Matters Tenant shall not cause the release or disposal of any hazardous substances, wastes or materials, or any medical, special or infectious wastes, on or about the Premises or the M.O.B. of which they are a part if such release or disposal is in violation of applicable laws and Tenant shall be solely responsible for and shall promptly pay the cost of removing all such hazardous substances, wastes and materials and any medical special and infectious waste from the Premises, which removal shall be in accordance with all applicable governmental requirements. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act; the Resource Conservation and Recovery Act of 1976 and; the Toxic Substances Control Act (including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to any such laws); and medical, special or infectious wastes, including those which are defined pursuant to the medical waste regulations which have been promulgated by the state in which the Premises are located, and as further set forth in any state or local laws and ordinances, and their corresponding regulations. Tenant shall comply with all reasonable rules and policies set by Landlord for all tenants in the M.O.B. and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 1.4, which indemnity shall survive the expiration or earlier termination of this Lease.

- 1.5 Condition of the Premises: Except as provided in Section 2.4, Tenant's taking possession shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession, subject to punch list items and latent defects. No promise of Landlord to alter, remodel, repair, or improve the Premises or the M.O.B. and no representation respecting the condition of the Premises or the M.O.B. have been made by Landlord to Tenant, other than as contained herein and made a part hereof, including but not limited to, the Work Letter attached hereto as Exhibit C. This Lease does not grant any rights to light or air over or about the Land.
- 1.6 The Term: The Premises hereby are leased for an initial term of five (5) years ("Initial Term"), commencing on a date not later than thirty (30) days following the date on which a certificate of occupancy for the Premises (the "C/O") is issued by the Village of Lisle to permit Tenant to take occupancy of the Premises for its intended use (the "Commencement Date"). The Initial Term of this Lease (the "Term") shall end with respect to all of the Premises on the last day of the calendar month that is five (5) years after the Commencement Date, unless sooner terminated or extended as provided herein. Tenant acknowledges that the Landlord will be entering into various agreements, expending funds and otherwise taking various actions in reliance upon Tenant's covenants, agreements, representations, warranties and acknowledgements contained in this Lease. Landlord agrees to provide Tenant with periodic updates on construction and the projected Commencement Date. Landlord shall also provide Tenant with a letter memorializing the Commencement Date and termination date upon receipt of the C/O. In addition, prior to the Commencement Date, Landlord shall grant Tenant access to the Premises so that Tenant may make certain approved improvements to the Premises ("Tenant-Made Improvements") so long as such access or work by Tenant does not interfere with Landlord's Work as provided in Section 13.9. The timing of Tenant's access shall be addressed in the construction schedule.
- 1.7 Option to Extend: Tenant shall have the option to extend the Term of this Lease for two (2) periods of five (5) years (the "Renewal Terms") (the Initial Term and each Renewal Term collectively referred to as the "Term"). Such option shall be exercised by Tenant giving Landlord written notice thereof at least six months prior to the date on which the then Renewal Term will commence. Tenant may exercise such option only if it is not in default under this Lease beyond the expiration of applicable cure periods at the time of such exercise. In the event of such exercise, all of the terms of this Lease (except this Section 1.7) shall continue in effect during such Renewal Terms.
- 1.8 In the event Landlord shall be unable to give possession of the Premises on or before December 31, 2012 (the "Delivery Deadline") because the construction of the M.O.B. or the Premises has not been sufficiently completed to make the Premises ready for occupancy as determined by Landlord and Tenant, Landlord shall not be subject to any claims, damages, or liability for the failure to give possession on said date. Under such circumstances, the rent reserved and covenanted to be paid herein shall not commence until the possession of the Premises is given or the Premises are tendered to Tenant, consistent with paragraph 1.5, and failure to give possession on or before the Delivery Deadline shall in no way affect the validity of this Lease or the obligations of Tenant hereunder. If Landlord fails to deliver possession of the Premises to Tenant within 120 days after the Delivery Deadline through no fault or delay caused by Tenant, Landlord shall reimburse Tenant for any reasonable expenses incurred by Tenant due to such delivery delay and if

Landlord fails to deliver possession of the Premises within 180 days after the Delivery Deadline through not fault or delay caused by Tenant, Tenant may terminate this Lease by notifying Landlord in writing within thirty (30) days thereafter, in which event this Lease shall terminate on the date the notice is deemed to be given as provided herein and any monies paid to Landlord shall be returned to Tenant.

- 1.9 Parking: Landlord shall provide parking for the joint use of all of the tenants in the M.O.B. and the Landlord and their agents, employees, patients, and invitees during the Term hereof. Parking spaces for Tenant's use are described in the Parking Plan, attached hereto as Exhibit D. In the event it becomes the prevailing practice to charge a parking fee for parking elsewhere on the property, Landlord shall not charge Tenant a similar parking fee.
- 1.10 Rules and Regulations: Tenant shall observe such rules and regulations described in Exhibit B attached hereto and any amendments or supplements thereto made by Landlord (the "Rules and Regulations"). The Rules and Regulations shall be made part of any sublease of the Premises. The Landlord reserves the right from time to time to make reasonable modifications to the Rules and Regulations which shall be consistent with the terms of this Lease. Notice of amendments and supplements to the Rules and Regulations, if any, shall be given to Tenant and Tenant shall comply with and observe all the Rules and Regulations. However, no such amendments or supplements to the Rules and Regulations shall materially alter Tenant's ability to use the Premises or the cost of Tenant's obligations hereunder, or the ability of patients to access or utilize the Premises. Material failure to keep and observe the Rules and Regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Any change in the Rules and Regulations, whether by amendment or supplement, shall not be deemed or considered as amendments to this Lease.

1.11 Assignment and Subletting:

A. Without the prior written consent of Landlord which shall not be unreasonably withheld, Tenant may not sublease, assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise. If Tenant desires to enter into any sublease or assignment of the Premises, Tenant shall deliver written notice thereof to Landlord, together with financial and other information sufficient for Landlord to make an informed judgment with respect to such proposed subtenant or assignee and a copy of the proposed sublease or assignment agreement at least 60 days prior to the commencement date of the term of the proposed sublease or assignment. Any approved sublease or assignment shall be expressly subject to the terms and conditions and use stated in this Lease, and Tenant shall pay Landlord on the first day of each month during the term of any sublease, one-half (1/2) of the excess of all rent and other consideration due from the subtenant or assignee for such month over that portion of the Base Rent and Rent Adjustments due under this Lease for said month which is allocable to the space sublet or assigned.

B. In the event of any approved sublease or assignment, Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease. Anything contained herein to the contrary notwithstanding, Tenant may assign or sublet all or part of the Premises for the same Use stipulated in Paragraph 1.2 to an Affiliate without Landlord's consent, but with notice to Landlord ("Permitted Transfer"). For purposes hereof an Affiliate shall mean an entity which either controls, is controlled by or is under common control with Tenant.

C. Anything contained herein to the contrary notwithstanding, in the event the Premises are sublet or assigned and the subtenant or assignee becomes owned by a health system competitor, either directly or indirectly, of Landlord, the Sublease or Assignment shall become null and void 60 days after such event in which case with no liability to Landlord and Tenant shall be responsible to recapture possession of the Premises from such subtenant or assignee. Any sublease or assignment shall contain a statement that such subtenant or assignee acknowledges this Paragraph 1.11EC and agrees to be bound by the same.

ARTICLE II - The Rental

- 2.1 **Base Rent:** Commencing on the Commencement Date, Tenant shall pay to Landlord as "Base Rent" (the "Rent Commencement Date") the annual sum of Two Hundred Thirty-Seven Thousand Eighty-One and 18/100 Dollars (\$237,081.18) for each rentable square foot of the Premises during the first year of the Term of this Lease payable in monthly in the amount of \$19,756.77. Commencing with the second year of the Term of this Lease, and each year thereafter throughout the Term of this Lease (including any renewal term) the Base Rent shall be increased by an amount equal to three (3%) percent of the then prevailing Base Rent.
- 2.2 **Manner and Time of Payment:** All Base Rent shall be paid, in legal tender at the time of payment, in monthly installments as above provided, in advance, on the first day of each month during the Term at the offices of Landlord, Attention: DuPage Medical Group, 1100 31st Street, Suite 300, Downers Grove, Illinois 60515 or at such other place as Landlord may designate in writing, without any set-off or deduction or further demand whatsoever, except as otherwise provided in this Lease. If the Term shall begin on any day except the first day or shall end on any day except the last day of a calendar month, the rent for the initial fractional period shall be paid on the first day of the Term, and the rent for any fractional period at the end of the Term shall be paid together with the last full month's rent. The Base Rent due for any period of less than one calendar month shall be computed and paid on the basis of a prorated fraction of the monthly installment. This covenant to pay rent shall be independent of any other covenant set forth in this Lease.
- 2.3 **Additional Rent:** In addition to and at the time of payment of the Base Rent, Tenant shall pay to the Landlord Operating Expense Deposits pursuant to Article III. All other charges, costs and sums required to be paid by Tenant to Landlord under this Lease shall be deemed additional rent ("Additional Rent") and together with Base Rent and Operating Expense Deposits shall hereinafter be collectively called "Rent."
- 2.4 **Construction of Tenant Improvements:** Landlord and Tenant, as applicable, shall cause to have constructed certain initial tenant improvements to the Premises as set forth in the Work Letter attached hereto as Exhibit C and made a part hereof (the "Tenant Improvements"). Landlord shall arrange and provide all tenant improvements set forth in Exhibit C. The costs of the tenant improvements set forth in Exhibit C-1 shall be costs of Landlord. The costs of the tenant improvements set forth in Exhibit C-2 (and for any additional costs incurred due to changes thereto requested by Tenant) shall be costs of Tenant. Landlord shall ensure that the tenant improvements set forth on Exhibit C-2 are delivered in accordance with the construction specifications provided by Tenant, as reasonably agreed to by Landlord.

- 2.5 Covenant of Quiet Enjoyment: Upon payment by Tenant of the rents and all other charges provided for under this Lease, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed pursuant to this Lease, Tenant shall, at all times during the Term hereof, subject to the terms, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Premises, without any interruption or disturbance from Landlord or any other person or persons claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

ARTICLE III – Services and Operating Expenses

- 3.1 General Services. Landlord shall provide the following services: (a) heat and air conditioning in the Premises, Monday through Friday from 6:00 a.m. to 8:00 p.m. and Saturdays from 6:00 a.m. to 12:00 p.m., excluding national holidays, to the extent necessary for the comfortable occupancy of the Premises (subject to all applicable voluntary and mandatory regulations and laws) under normal business office operations. Wherever Tenant requests in writing supplementary air-conditioning units within the Premises or whenever heat generating machines or equipment are used by Tenant in the Premises, which heat generating machines or equipment affect the temperature otherwise maintained by the air-cooling system, as mutually determined by Landlord and Tenant, Landlord shall install supplementary air conditioning units in the Premises and any mutually agreed to expense of such units and the installation thereof shall be paid by Tenant. The expense resulting from the operations and maintenance of the supplementary air conditioning system shall be paid by Tenant to Landlord as additional Rent at rates fixed by Landlord. (b) hot and cold water for use in lavatories Landlord installs for use in common with other tenants and hot and cold service shall be available to the Premises supplied from the municipal mains drawn through a line, meter and fixtures installed within the Premises by Tenant or as part of the Tenant Improvements with Landlord's consent. Tenant shall pay Landlord as additional Monthly Base Rent, at rates fixed by Landlord, charges for all water furnished to the Premises. (c) customary cleaning and janitorial services in the Premises consistent with the cleaning specifications set forth in Exhibit E, Monday through Friday, excluding national holidays. (d) automatic passenger elevator service in common with other tenants of the Building and freight elevator service subject to scheduling by Landlord. (e) window washing a minimum of two times per year. The term national holidays as used herein shall also include other holidays recognized by the Landlord and the janitor and other unions servicing the Building in accordance with their contracts.
- 3.2 Electricity: Landlord shall furnish electricity to the entire M.O.B and to the Premises through separate meters. Landlord shall provide a demarcation point on the same floor as the Premises and Tenant shall have a control panel sufficient for data and telephone access. Landlord shall select, furnish and install all lamps, bulbs, ballast and starters used in the Premises unless Landlord is unable to respond in a timely manner to Tenant's request for replacement lamps, bulbs, ballasts and starters. Landlord shall not charge Tenant for lamps, bulbs, ballast and starters, or installation thereof, in excess of Landlord's cost thereof.
- 3.3 Termination of Additional Services for Non-Payment: In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, Tenant's failure to pay for such services within forty-five (45) days without further notice from Landlord, shall constitute a default hereunder and allow Landlord to discontinue such services and terminate any agreement for such services. The money due for such extra or

additional services shall be deemed additional rental due hereunder and the same shall be subject to all of the provisions pertaining to the payment of rental.

- 3.4 **Interruption of Service:** No interruption in, or temporary stoppage of, any of the aforesaid services caused by strikes, lockouts, labor controversies, accidents, inability to obtain fuel, supplies, materials, parts, or equipment or other causes beyond the reasonable control of Landlord shall be deemed an eviction or disturbance of Tenant's use and possession, or render Landlord liable for damages, by abatement of rent or otherwise, or relieve Tenant from any obligation herein set forth unless the same makes the Premises unusable for more than two consecutive days in which case all Rents shall abate for each day after the two days that the Premises is unusable. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any of said services caused by the events or circumstances above unless caused by Landlord's failure to remedy a known problem, gross negligence or willful conduct. Landlord shall make all reasonable efforts to minimize the time of interruptions of any of the services provided to Tenant under the terms of this Lease and shall, in the event such interruption of services shall tend to make the Premises unusable for the ordinary purposes for which they are intended, use the utmost diligence including, without limitation, the use of overtime labor services so as to minimize such interruptions, provided that Landlord shall not be required to use or cause to be used overtime labor services in connection with the initial construction of the M.O.B. and improvements thereto. In the event Landlord is unable to cure the interruption of services which interruption is due to circumstances over which Landlord has control as opposed to circumstances over which Landlord has no ability to control, within thirty (30) days of initial interruption of services, Tenant may terminate this Lease upon written notice to Landlord within 10 days after the end of said thirty (30) day period.
- 3.5 **Maintenance of Structural and Common Areas:** Landlord shall keep the structural and common areas of the M.O.B. including without limitation, the heating and air conditioning systems and equipment, elevators, exterior, roof, entrances, hallways, stairways, corridors and parking areas in a good, safe, clean and well-maintained condition and in material compliance with all applicable laws, codes and ordinances, and shall furnish reasonable security to the common areas of the M.O.B. during non-office hours.
- 3.6 **Right of Self-Help.** If Landlord fails to provide any of the services that Landlord has agreed to provide to Tenant pursuant to this Lease and such failure continues for a period of five (5) business days following Tenant's written notice to Landlord of such failure, then Tenant shall have the right to unilaterally arrange for such services and shall withhold from rental payments due to Landlord an amount equal to the Tenant's cost of such services.
- 3.7 For the purposes of this Article III, the following words and phrases shall have the following meanings:
- A. "Operating Expense Deposit" means that sum estimated from time to time by the Landlord to be Tenant's proportionate share of the operating expenses attributed to any calendar year.
- B. "Operating Expenses" shall mean all costs, expenses and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the management, operation, maintenance, and repair of the Real Property and of the

personal property, fixtures, machinery, equipment, systems and apparatus located in or used in connection with the Real Property, including without limitation:

The costs of common area electricity; water; fuel; heating; lighting; air conditioning; window cleaning; interior and exterior landscaping; snow removal; janitorial services; insurance (including fire, extended coverage, liability, workman's compensation, elevator or any other insurance) carried in good faith by the Landlord and applicable to the Real Property; painting; uniforms; customary management fees; supplies; sundries; sale or use tax on supplies or services; cost of wages and salaries of all persons engaged in the operation, maintenance and repair of the Real Property and so called "fringe benefits" (including but not limited to social security taxes, unemployment insurance taxes, cost for providing coverage for disability benefits, costs for any pensions, hospitalization, welfare and retirement plans, vacation or severance pay, or other similar or like expense incurred under the provisions of any collective bargaining agreement, or any costs or expenses which the Landlord pays or incurs to provide benefits to employees so engaged in the operation maintenance and repair of the Real Property); current amortization of capital improvements reasonably necessary for the operation and maintenance of the M.O.B.; replacements that do not constitute a capital expense under generally accepted accounting principles and current amortization of replacements that would constitute a capital expense under generally accepted accounting principles; the charges of any independent contractor, who under a contract with the Landlord, or its representatives, does any of the work of operating, maintaining or repairing of the Real Property; legal and accounting expenses or any other expense or charge, similar or dissimilar, whether or not heretofore mentioned, which in accordance with generally accepted management principles would be considered as an expense of maintaining, operating or repairing the Real Property or any personal property therein and Taxes as hereinafter defined.

Operating expenses shall not include the following: costs of improvement of the Premises and the premises of other tenants of the M.O.B.; charges for depreciation of the M.O.B.; interest and principal payments on mortgages and other financing costs; ground lease related payments; real estate brokerage and leasing commissions; expenses incurred in enforcing obligations of other tenants of the M.O.B.; any expenditures for which Landlord has been reimbursed (other than pursuant to rent adjustment and escalation provisions provided in leases); costs (including legal and other professional fees) of negotiating leases and capital improvements to the M.O.B. (except as provided above); costs of repairs or restoration necessitated by fire or other casualty or any condemnation; costs of any electric current furnished to areas of the M.O.B. occupied by tenants or purposes other than operation of M.O.B. equipment or machinery or the lighting of toilets, shaftways or M.O.B. machinery or fan rooms; compensation paid in respect of officers and executives of Landlord above the level of building manager; any cost stated in Operating Expense representing an amount paid to a Landlord-related corporation or entity which is in excess of the amount which would be paid in absence of such relationship; advertising and promotional expenses of the Building and any artwork or similar decoration in common areas; costs of correcting defects in the construction of the M.O.B. or in the M.O.B. equipment, except for conditions (not occasioned by construction or equipment defects) resulting from ordinary wear and tear shall not be deemed defects for the purpose of this category; costs of any repair made by Landlord to remedy damage caused by, or resulting from, the negligence or willful act or omissions of Landlord, its agents, servants, contractors or employees; costs of any additions to the Building; expenses incurred by Landlord in connection with the transfer or disposition of the Real Property or Building or any ground, underlying or overriding lease, including, without limitation, transfer, deed and

gains taxes. If any Real Property expense, though paid in one year relates to more than one calendar year, at the option of the Landlord, such expense may be proportionately allocated among such calendar years. Additionally, there shall be deducted from Operating Expenses all amounts received by Landlord through proceeds of insurance or condemnation awards to the extent they are compensation for, or reimbursement of, sums previously included in Operating Expenses hereunder.

"Taxes" shall mean all federal, state and local governmental taxes, assessments and charges (including transit or transit district taxes or assessments and the Illinois Personal Property Replacement Income Tax), of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay because of or in connection with the ownership, leasing, management, control or operation of the Real Property, or of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith (including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes). For purposes hereof, Taxes for any year shall be Taxes which are due for payment or paid in that year, rather than Taxes which are assessed or become a lien during such year. There shall be included in Taxes for any year the amount of all fees, costs and expenses (including reasonable attorneys' fees) paid by Landlord during such year in seeking or obtaining any refund or reduction of Taxes. Taxes in any year shall be reduced by the net amount of any tax refund received by Landlord during such year. If a special assessment payable in installments is levied against the Real Property, Taxes for any year shall include only the installment of such assessment and any interest payable or paid during such year. Taxes shall not include any federal or state inheritance, general income, gift or estate taxes, franchise taxes, except that if a change occurs in the method of taxation resulting in whole or in part in the substitution of any such taxes, or any other assessment, for any Taxes as above defined, such substituted taxes or assessments shall be included in the Taxes and provided further, that the Illinois Personal Property Replacement Income Tax shall be included in Taxes.

3.8 Payment of Operating Expenses. Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of the Operating Expenses attributable to each calendar year during the Term as a Rent Adjustment for such calendar year. Tenant shall deposit with Landlord on the first day of each month during the Lease Term commencing with the first month in which the payment of rent commences as an Operating Expense Deposit, the sum of 1/12th of Tenant's estimated share of the Operating Expenses attributable to the current calendar year. The Operating Expense Deposit shall be credited against Tenant's share of the Operating Expenses due for that calendar year. During the last complete calendar year or during any partial calendar year in which the Lease terminates, Landlord may include in the Operating Expense Deposit its best estimate of Operating Expenses which may not be finally determined until after the termination of this Lease.

3.9 Statement of Landlord.

As soon as feasible after the expiration of each calendar year of this Lease, but in no event more than 365 days after the end of the applicable calendar year, Landlord will furnish Tenant a statement showing the following:

- (i) Operating Expenses for the then completed Calendar Year;

(ii) Tenant's Proportionate Share of said Operating Expenses, less credit for the Operating Expense Deposits if any; and

(iii) The amount of the new Operating Expense Deposit.

Tenant shall pay to Landlord the amount due in accordance with said statement within thirty (30) days after receipt of such statement, and the new Operating Expense Deposits shall be paid as provided in Section 3.7. No interest or penalties shall accrue on any amounts which Landlord is obligated to credit to Tenant by reason of any overdeposit. Any credit due Tenant shall be applied to Tenant's Operating Expense Deposits for the new calendar year.

3.10 Books and Records. Landlord shall maintain books and records showing Operating Expenses in accordance with sound accounting and management practices. The Tenant or its representative shall have the right to examine the Landlord's books and records on site or request copies of such books and records with respect to the items in the foregoing statement of Operating Expenses during normal business hours at any time within thirty (30) days following the furnishing by the Landlord to the Tenant of such statement. Unless the Tenant shall take written exception to any item within thirty (30) days after the furnishing of the foregoing statement, such statement shall be considered as final and accepted by the Tenant. Any amount due to the Landlord as shown on any such statement, whether or not written exception is taken thereto, shall be paid by the Tenant within thirty (30) days after the Landlord shall have submitted the statement, without prejudice to any such written exception.

ARTICLE IV - Rights Reserved by Landlord

4.1 Specific Rights Reserved by Landlord: Landlord reserves the following rights, exercisable without notice (except as provided below) and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent;

(a) Name: To change the M.O.B.'s name. In the event of a change in the M.O.B.'s name, Landlord shall notify Tenant in writing of such change not less than 60 days prior to such change; provided, however, that Landlord shall not change the name of M.O.B. to include the name of any hospital or health system other than Rush University Medical Center, without the consent of Tenant.

(b) Signs: To install, affix and maintain any and all signs and directories on the exterior and interior of the M.O.B. other than Tenant's exterior and interior signs. Anything contained in the Rules and Regulations to the contrary notwithstanding, Landlord hereby agrees that any Tenant signage, other than signage on the Building interior Directory, for which Landlord must first give prior written approval, which approval shall not be unreasonably withheld or delayed, as to size, location and installation method may include the Rush University Medical Center name and logo. Tenant shall submit drawings for the proposed signs and such other documentation as Landlord may request showing the proposed sign, sign materials, locations and means of installation for Landlord's review as part of the approval process. Landlord shall review such submission and provide notice to Tenant within ten (10) days of Tenant's submission (the "Notice Deadline"). Landlord's failure to object to the proposed signage on or prior to the Notice Deadline shall be deemed Landlord's approval thereof. Any exterior signage must also conform with all applicable

municipal laws. Tenant shall pay the cost of any signage for the Premises. Landlord hereby agrees that there will be no external signage or branding on the M.O.B for any tenant other than Landlord and Tenant, without Tenant's written consent.

- (c) Window Coverage: To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to control all internal lighting that may be visible from the exterior of the M.O.B.
- (d) Access: To show the Premises at reasonable hours, provided that Landlord shall provide Tenant with not less than 24 hour advance written notice to show the Premises and provided such showing does not interrupt or interfere with Tenant's business in the Premises.
- (e) Keys: At the commencement of the Lease, Landlord shall provide a set of keys to Tenant for the M.O.B. and the Premises. If additional sets are required, Landlord shall provide the same to Tenant, at Tenant's cost. Landlord shall retain at all times (except for keys to Tenant's safe and drug closets), and to use in appropriate instances, keys to all doors within and into the Premises. No locks shall be changed, except by Landlord and at Tenant's cost, and in the event of such change, Landlord shall retain a key to each lock so changed.
- (f) Alterations: To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in or about the M.O.B., or any part thereof other than in the Premises, and for such purposes to enter upon the Premises, and, during the continuance of any of said work, to temporarily close doors, entryways, public spaces and corridors in the M.O.B. and to interrupt or temporarily suspend M.O.B. services and facilities, provided that Landlord shall diligently avoid interruption in Tenant's enjoyment of and access to the Premises to the extent reasonably possible. If such alterations do make the Premises unusable. Tenant's rent shall abate for each day the Premises is unusable.
- (g) Title: To have and retain a paramount title to the Premises free and clear of any act of Tenant.

4.2 Tenant Shall Not Interfere With Reserved Rights: Tenant shall not attempt to exercise any of the rights specifically reserved by Landlord or interfere in any way with the exercise of those rights by Landlord.

ARTICLE V - Landlord's Security

5.1 Security Deposit. As security for the full and prompt performance by Tenant of all of Tenant's obligations hereunder, Tenant has previously paid to Landlord the sum of \$19,757.00 (the "Security Deposit"). Said sum maybe applied by Landlord for the purpose of curing any defaults of Tenant under this Lease in addition to any other rights and remedies available to Landlord. If Tenant has not defaulted hereunder or if Landlord has not applied the Security Deposit to said default during the first twelve (12) months after the payment of Rent commences, then the Security Deposit or any portion thereof not so applied by Landlord shall be refunded to Tenant . The Security Deposit cannot be applied against any monthly installment of rent unless expressly so elected by Landlord. The

Landlord may commingle the Security Deposit with any of its other funds. Upon request by Landlord, Tenant shall provide Landlord with a letter of net worth signed by an officer of Rush.

ARTICLE VI - Damages or Losses

- 6.1 Waiver of Claims Against Landlord: Except for the negligent or willful acts or omissions by Landlord or its agents, contractors or employees or from Landlord's failure to satisfy its obligations under this Lease, Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its agents, employees and servants shall not be liable for, and Tenant waives all claims for, injury to person or damage to property sustained by Tenant in or on the M.O.B. or the Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, the M.O.B. or any part thereof or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act, or omission of any tenant or occupant of the M.O.B., or of any other person. This Section 6.1 shall apply especially, but not exclusively, to damage caused as aforesaid or by the flooding of basements or other areas or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes, plumbing fixtures, windows, walls or ceilings and shall apply equally whether any such damage results from the act or omission of other tenants or occupants in the M.O.B. or any other persons other than Landlord or its agents or employees, and whether such damage be caused by or result from any thing or circumstance whether of a like or wholly different nature. Tenant shall be solely responsible to Landlord and to other tenants in the M.O.B. to the extent proceeds are not available under Landlord's insurance coverage for any claims for injury to person or damage to property caused by the gross negligent or willful act or omission of Tenant, its agents, employees or servants provided that in no event shall Tenant be liable for any amount in excess of the insurance proceeds available to Tenant.
- 6.2 Repair of Damages by Landlord: If any damage to the Premises or the M.O.B. or any part thereof results from any negligent or willful act or omission of Tenant, its agents, employees or invitees, Landlord may, at Landlord's option, repair such damage and to the extent proceeds are not available under Landlord's insurance coverage. Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for all costs of making such repairs, and the amount of such costs shall be deemed additional rent hereunder provided that in no event shall Tenant be liable for any amount in excess of the insurance proceeds available to Tenant.
- 6.3 Tenant is Responsible for Tenant's Property: Except for the negligent or willful acts or omissions by Landlord or its agents, contractors, or employees, all property in the M.O.B. or on the Premises belonging to Tenant, its agents, employees or invitees, or to any occupant of the Premises shall be at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof.
- 6.4 Hold Harmless: Except for the negligent or willful acts or omissions by Landlord or its agents, contractor or employees, from Landlord's failure to satisfy its obligations under this Lease, Tenant shall be liable for injuries to all persons and for damage to, or theft, misappropriation or loss of all property occurring in or about the Premises, (including, without limitation, medical malpractice claims relating thereto) due to any negligent or willful act or omission of Tenant, its agents, employees or invitees provided that in no

event shall Tenant be liable for any amount in excess of the insurance proceeds available to Tenant.

6.5 Damage by Fire or Other Casualty: If any part of the Premises or the M.O.B. is rendered untenantable by fire or other casualty Landlord may elect within sixty (60) days (the "Notice Date") of the date of the fire or casualty (the "Casualty Date") by notice to Tenant (a) to terminate this Lease as of the Casualty Date or (b) to repair, restore or rehabilitate the M.O.B. or the Premises at Landlord's expense, which repairs must commence within thirty (30) days of the Notice Date and which must be completed within no more than one hundred and eighty (180) days from the Casualty Date (the "Repair Deadline"), in which event this Lease shall not terminate but rent shall be abated on a per diem basis while the Premises are untenantable. If Landlord elects to repair, restore or rehabilitate the M.O.B. or the Premises, said work shall be undertaken and prosecuted with all due diligence and speed. If Landlord elects to repair, restore or rehabilitate the M.O.B. or the Premises and, in cases not due to act or neglect of the Tenant, does not substantially complete the work by the Repair Deadline, except as to Tenant so long as such delay is due to no action of Tenant, either party can terminate this Lease as of the date of such fire or casualty by notice to the other party not later than thirty (30) days after the Repair Deadline. In the event of termination of the Lease pursuant to this Article, rent shall be apportioned on a per diem basis and paid to the Casualty Date. Landlord shall elect clause (b) unless the damage is substantial or there is less than 1 year remaining in the term of this Lease.

6.6 Insurance:

(a) Tenant shall, throughout the term of this Lease and at Tenant's expense, carry and keep in full force and effect through its self-insurance policy (i) malpractice insurance for Tenant and all professional staff employed or contracted by Tenant, in such amounts as required by Tenant for staff privileges from time to time; (ii) commercial general liability insurance, including contractual liability coverage, with respect to the Premises, which policy or policies (A) shall have limits of \$1 Million per occurrence Personal Injury and \$1 Million Property Damage, or \$1 Million per occurrence Personal Injury and Property Damage Combined Single Limit; (B) name Landlord as additional insured when permissible; (C) shall contain a clause that the insurance carrier will not cancel or materially change the insurance without first giving the Landlord thirty (30) days prior written notice; and (iii) fire, theft, and extended perils insurance covering Tenant's own property.

(b) Tenant shall obtain and deliver to Landlord prior to commencement of the Term hereof, and shall maintain with Landlord at all times during such Term, current certificates evidencing full compliance with the provisions of this Section 6.6.

(c) Landlord shall maintain at all times during the Term, insurance protecting the M.O.B. against risks of fire and extended coverage and shall carry public liability insurance in amounts then reasonable and customary for owners of multi-story office buildings similar to the M.O.B.

6.7 Waiver of Subrogation: Landlord and Tenant hereto waive any right of subrogation against the other under any insurance policy insofar as they are able under such policies issued by their respective carriers.

ARTICLE VII - Access to the Premises

- 7.1 **Surrender Upon Termination of Lease:** Upon any termination of this Lease, by expiration, lapse of time or otherwise, or upon any termination of Tenant's right to possession of the Premises:
- (a) **Vacate Immediately:** Tenant shall immediately vacate the Premises and surrender the Premises in good order, condition and repair, reasonable wear and tear excepted.
 - (b) **Keys:** Tenant shall surrender all keys of the Premises to Landlord.
 - (c) **License to Enter:** Tenant grants to Landlord full authority and license to enter the Premises and take possession thereof.
 - (d) **Ownership of Certain Items:** All non-removable additions, partitions, hardware, light fixtures, fixtures and improvements, specifically excluding moveable furniture, trade fixtures, medical/other equipment and personal property belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant.
 - (e) **Property Abandoned:** All trade fixtures, movable furniture, equipment and other personal property not removed from the Premises prior to the expiration of the Term shall be conclusively presumed to have been abandoned by Tenant, and title thereto shall pass to Landlord under this Lease as by a bill of sale, without further payment or credit by Landlord to Tenant, and Landlord may remove the same, and Tenant shall pay the cost of such removal to Landlord upon demand, provided that Tenant shall not be obligated to pay such cost of removal unless Landlord has notified Tenant of Landlord's intention to remove at Tenant's expense no later than the last of (i) five business days after Tenant requests this information from Landlord, or (ii) five business days after the termination of Tenant's right to possession of the Premises.
- 7.2 **Payment During Hold-Over:** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof, after termination of the Term by expiration of time or otherwise, 125% of the amount of the daily Rent for the last period prior to the date of such termination and also pay all out of pocket damages sustained by Landlord by reason of such retention. Nothing in this Article contained, however, shall be construed as a waiver of Landlord's right of re-entry or any other right nor give Tenant any right to holdover.
- 7.3 **Access to the Premises During Lease:** Tenant shall permit Landlord at any time to inspect, erect, use and maintain, pipes, ducts, conduits and similar devices in and through the Premises, and to make any necessary repairs or alterations. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs and maintenance are being made by reason of loss or interruption of business of Tenant or otherwise. If Tenant shall not be personally present to open and

permit an entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing contained in this Section, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the M.O.B. or any part thereof. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and location of entrances, passageways, doors, doorways, elevators, stairs, toilets or other public parts of the M.O.B. Landlord agrees to diligently perform any such work so as to minimize any interference with Tenant's operations. Other than instances of an emergency nature, Landlord agrees to give Tenant not less than 48 hours notice of any work to be performed with the Premises.

ARTICLE VIII - Eminent Domain

- 8.1 **Taking of the Premises:** In the event that the whole or any substantial part of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall forthwith cease and terminate on the date of the taking of possession by the condemning authority and Landlord shall be entitled to receive the entire award for the Premises without any payment to Tenant, provided that Tenant shall be entitled to pursue and receive any award granted specifically to Tenant by the court for the taking of Tenant's leasehold estate and/or property not in derogation of the award Landlord would otherwise receive.
- 8.2 **Taking of the M.O.B.:** In the event that a part of the M.O.B. other than the Premises shall be so condemned or taken and, if in the opinion of the Landlord or Tenant, the M.O.B. should be restored in such a way as to alter the Premises materially, Landlord or Tenant, may terminate this lease without compensation to lessee by notifying the other party of such termination within sixty (60) days following the date of the taking of possession by the condemning authority, such termination to be effective on the date specified in the notice of termination which in no event shall be less than sixty (60) days of such notice, and after the giving the Base Rent and any other amounts payable hereunder shall be apportioned as of such termination date.
- 8.3 **Waiver of Claim Against Landlord:** In the event this Lease shall be terminated under the provisions of this Article, Tenant shall have no claim against Landlord for the value of any unexpired term.

ARTICLE IX - Estoppel Certificate

Tenant agrees that from time to time, upon not less than ten (10) business days prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that to the knowledge of the person signing the

statement on Tenant's behalf, Landlord is not in default under any provision of this Lease or, if in default, the nature thereof in detail.

ARTICLE X - Rights and Remedies of Landlord

- 10.1 **In Addition to Other Rights:** All rights and remedies given to Landlord in this Lease shall be cumulative and shall be in addition to all other rights and remedies allowed Landlord by law or equity.
- 10.2 **Bankruptcy:** If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant (and if involuntary, is not dismissed within 90 days), or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts (and if involuntary, is not dismissed within 90 days), or Tenant makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Tenant or for any substantial part of Tenant's property, then and in any such event, Landlord may, if lessor so elects but not otherwise, and with thirty (30) days notice of such election, and with or without entry or other action by Landlord, forthwith terminate this Lease, and, notwithstanding any other provision of this Lease, Landlord shall upon such termination be entitled to recover such damages as Landlord may have or will suffer as a result of such termination.
- 10.3 **Default in Payment or Performance:** If (i) Tenant defaults in the payment when due of Base Rent, Additional Rent or any other payment to be made by Tenant hereunder and Tenant fails to cure such default within ten (10) business days following Tenant's receipt of written notice thereof from Landlord (all of such payments to be treated as Additional Rent hereunder); or (ii) Tenant defaults in the performance or observance of any other provision of this Lease and Tenant fails to cure such default within thirty (30) days following Tenant's receipt of written notice thereof from Landlord; provided that if such default can be cured, and Tenant has commenced cure within such 30 day period, Tenant may have up to an additional 60 days to fully cure such default so long as Tenant diligently pursues such cure; or (iii) the leasehold interest of Tenant be levied upon under execution or attached by process of law; then and in any such event, Landlord if it so elects, with notice or demand, forthwith, either may terminate Tenant's right to possession without terminating this Lease, or may terminate this Lease and exercise all rights and remedies of Landlord to collect amounts due from Tenant as permitted by Law.
- 10.4 **License to Enter:** Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord full and free license to enter into and upon the Premises in such event with process of law and to repossess the Premises and to expel or remove from possession Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property, and without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of law.
- 10.5 **Termination of Right to Possession Only:** If Tenant abandons or vacates the Premises or if Landlord has the right to elect, and does elect. under the foregoing provisions to terminate

Tenant's right to possession only, Landlord may enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as in Section 10.4 provided, without such entry and possession terminating the Lease or releasing Tenant. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent reasonably necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of the reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the full amount of the Base Rent for the Term, together with the cost of repairs, alterations, additions, redecorating and Landlord's expenses, Tenant shall pay to Landlord the amount of each deficiency upon demand and, if the consideration so collected from any such reletting is more than sufficient to pay said full amount of the Base Rent and any Additional Rent, together with the costs and expenses of Landlord, Landlord, at the end of the Term, shall account for the surplus to Tenant. Notwithstanding anything contained herein to the contrary, if Tenant abandons the Premises Landlord shall be obligated to mitigate Landlord's damages by exercising reasonable diligence to procure a new tenant for the Premises; provided, however, that such obligation to mitigate shall not toll or otherwise limit Landlord's right to exercise its rights and remedies under this Lease.

- 10.6 Costs of Enforcement and Litigation. In the event that either party shall file suit to enforce any of the provisions of this Lease, each party shall pay its own costs, charges and expenses, including attorneys' fees and court costs and experts .
- 10.7 Injunctive Relief. If Tenant violates any of the terms and provisions of this Lease, or defaults in any of its obligations hereunder, other than the payment of Base Rent or other sums payable hereunder, such violation may be restrained or such obligation enforced by injunction, which remedy shall be in addition to all other rights and remedies available to Landlord.

ARTICLE XI – Subordination

- 11.1 Mortgage: Landlord may encumber the Land or the M.O.B. with a mortgage or mortgages or otherwise bind the M.O.B. as security for the payment of existing or future obligations of Landlord. At the option of Landlord, Tenant's tenancy hereunder is and shall always be subject and subordinate to any such mortgage, trust deed, deed of trust or other lien voluntarily created or granted by Landlord, provided that Tenant's possession of the Premises shall not be disturbed unless Tenant is in default under any of the terms of this Lease beyond the expiration of all applicable cure periods under this Lease, or Landlord would otherwise have the right to dispossess Tenant. Tenant agrees to execute and deliver upon demand such further instrument or instruments in a form reasonably acceptable to Tenant so subordinating this Lease to any such liens or encumbrances as shall be desired by Landlord, Landlord's mortgagee, or their respective successors and assigns. Landlord agrees that upon the written request of Tenant, Landlord shall request the holder of any such mortgage to grant Tenant a "nondisturbance agreement" in the form usually provided by such holder and reasonably acceptable to Tenant.
- 11.2 Attornment: In the event of a foreclosure of any such mortgage or other lien, or other transfer of the M.O.B. in lieu thereof, Tenant shall attorn to the mortgagee or lien holder or their respective successors in interest upon demand.

11.3 Modification of This Lease: Intentionally deleted.

ARTICLE X11 – Notices

12.1 Notices to Tenant: All notices shall be in writing. They shall be effectively served by to the following address or such other address as a party may so direct:

If to Tenant: Rush University Medical Center
 1725 West Harrison Street
 Suite 364
 Chicago, IL 60612
 Attn: CEO

With a copies to: Office of Legal Affairs
 Rush University Medical Center
 1700 West Van Buren Street, Suite 301
 Chicago, IL 60612
 Attn: General Counsel

and

 Leasing and Tenant Relations
 Rush University Medical Center
 1725 West Harrison, Suite 229
 Chicago, IL 60612

If to Landlord: Chief Operating Officer
 DuPage Medical Group
 1100 31st Street – Suite 300
 Downers Grove, IL 60515

With copy to: Murray J. Lewison
 Johnson and Colmar
 2201 Waukegan Road – Suite 260
 Bannockburn, IL 60015

in any one of the following manners:

- (a) By hand delivery to Tenant (including without limitation delivery by messenger or courier, with evidence of receipt),
- (b) When delivered by overnight carrier; or
- (c) By forwarding through Certified or Registered Mail, postage prepaid, return receipt requested, in which case two business days after the time of mailing shall be the time of notice.



ARTICLE XIII Miscellaneous

- 13.1 Receipt of Money: No receipt of money by Landlord from Tenant after the termination of this Lease or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term or affect any such notice, demand or suit.
- 13.2 Real Estate Broker: Tenant represents and warrants to Landlord that Tenant has dealt directly with Landlord (and only with Landlord) in connection with this Lease, and that no broker has negotiated or participated in the negotiations of this Lease or submitted or showed the Premises or is entitled to any commission in connection therewith. No recognition of such brokerage herein shall in anywise be construed by any judge or court as in anywise vesting in said broker any right to participate in the rents as such or give said broker any lien or charge upon the rents growing due hereunder at any time.
- 13.3 No Waivers By Implication: No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.
- 13.4 Severability: The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.
- 13.5 No Options to Lease: Submission of this instrument for examination does not constitute a reservation of or option for the Premises. The instrument becomes effective as a Lease upon execution and delivery by both Landlord and Tenant.
- 13.6 Interest on Unpaid Amounts: All amounts, other than Base Rent and Additional Rent payable as provided for herein, owed by Tenant to Landlord hereunder shall be paid no later than thirty (30) days from the date of receipt of Landlord's statements of account therefor and such amounts of Base Rent, Additional Rent and all amounts for Tenant Chargeable Services shall bear interest at the rate of five percent (5%) per annum computed daily from the due date of each obligation.
- 13.7 Captions: The captions contained in this Lease are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Lease.
- 13.8 Binding on Successors: Subject to Section 1.11 of this Lease, each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.
- 13.9 Occupancy Other Than During Term: It is hereby agreed that, except for the access granted to Tenant under this Lease or as expressly agreed otherwise in writing, any use or occupancy of the Premises by Tenant other than during the Term hereof shall be subject to all of the provisions of this Lease, provided, however, that Tenant shall not be required to pay Base Rent and Additional Rent during such non-term use or occupancy. In the event Landlord in delivering possession of the Premises on a turnkey basis, Landlord shall give Tenant access to the Premises at least 30 days prior to the Commencement Date so that Tenant may complete Tenant Made Improvements so long as Tenant's installations do not interfere with Landlord's Work.

13.10 Entire Agreement: This Lease contains the entire agreement of the parties and there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining to this Lease that are not incorporated in this Lease. This Lease supersedes and replaces the Letter of Intent, if any, previously entered into between Landlord and Tenant which agreement shall be of no further force and effect after full execution and delivery hereof. This Lease may not be altered, waived, amended or extended except by an instrument in writing, signed by both Landlord and Tenant.

[Signature page follows.]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this lease as of the day and year first above written.

LANDLORD:

DuPage Medical Group, Ltd.

By: 

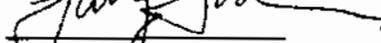
Name: Dennis Fine

Title: Chief Operating Officer

Date: 10/12/11

TENANT:

Rush University Medical Center

By: 

Name: Larry J. Goodman, M.D.

Title: Chief Executive Officer

Date: 10-12-11

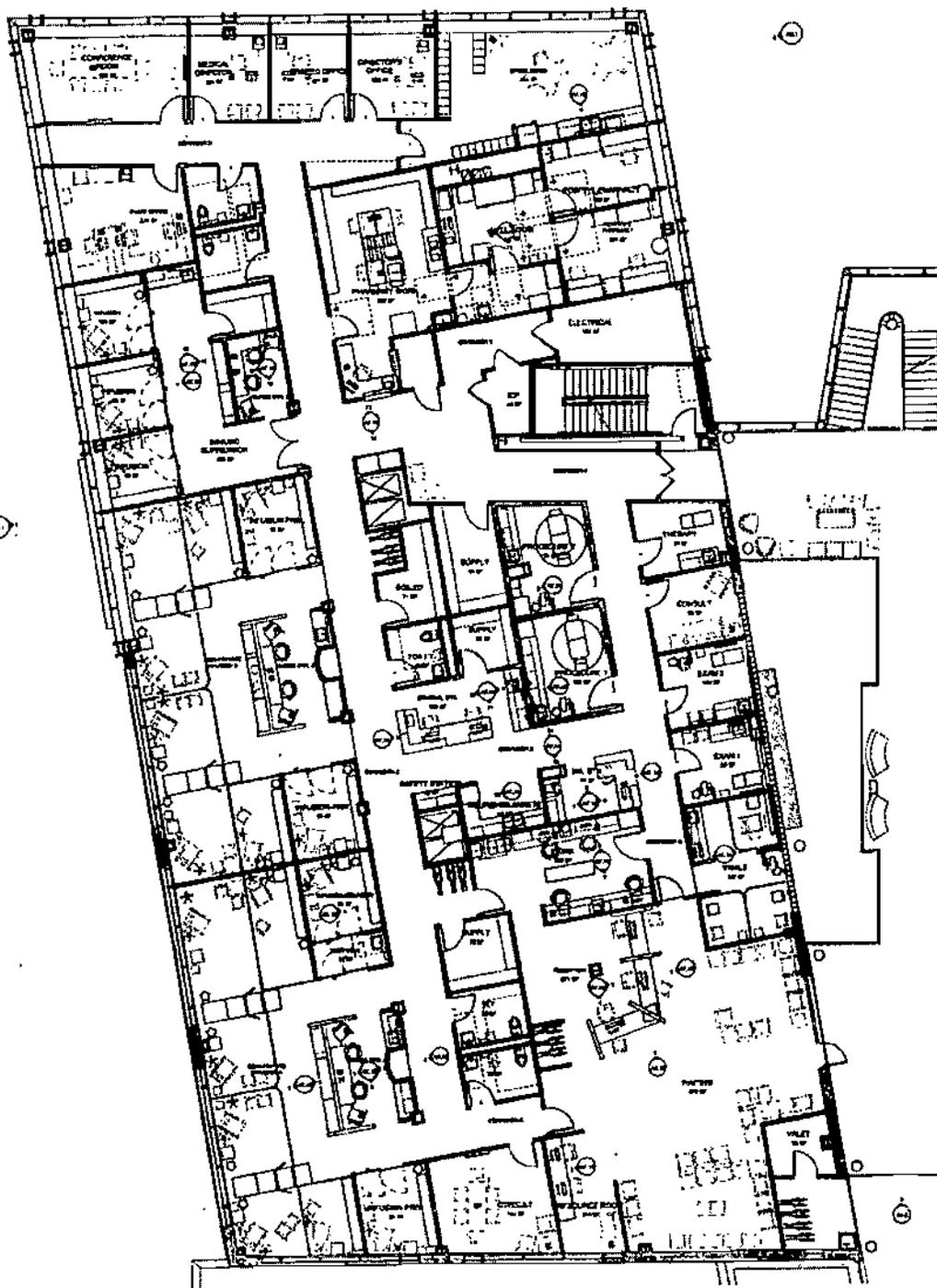
EXHIBIT A - FLOOR PLAN OF PREMISES



Exhibit A



CALLISON KARPIS ARCHITECTS



Layer 2 - West Rush Overlay 1 SDC

ULS Medical Office Building
Callison Karpis Architects
400 Wisconsin Road, Suite 6000
Frigid No. 11224 Date: 10.11.2011

EXHIBIT B - RULES AND REGULATIONS

1. Tenant shall not place anything, or allow anything to be placed, in or near the glass of any window, door, partition or wall which may, in Landlord's reasonable judgment, appear unsightly from outside of the M.O.B.
2. The M.O.B. directory, located in the M.O.B. lobby as provided by Landlord, shall be available to Tenant solely to display Tenant's name and its location in the M.O.B. Landlord may, upon 24 hours notice to Tenant, remove any sign or advertising or publicity device installed contrary to Rules and Regulations "1" and "2" above.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the M.O.B. Neither Tenant nor any employees or invitees of any Tenant shall go upon the roof of the M.O.B.
4. The toilet rooms, urinals, wash bowls, and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.
5. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.
6. No cooking or preparation of food shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for lodging; provided, however, that Tenant may operate in the Premises, a coffee maker and microwave oven for use by Tenant's employees if, but only if, such coffee maker and microwave oven comply in all respects with applicable M.O.B. and fire codes and specifications.
7. Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or the devices that emit sound or other waves or disturbances, or create odors or noxious fumes, any of which may be dangerous or offensive to other tenants, acting reasonably and occupants of the M.O.B. or that would unreasonably interfere with the operation of any device or equipment of radio or television broadcasting or reception from or within the M.O.B. or elsewhere, and shall not place or install any projections, dishes, antennae, acrials or similar devices outside of the Premises.
8. Tenant shall not, without Landlord's prior written consent, put up or operate any stove, heating device, air conditioning, machinery or mechanical devices upon the Premises or carry on any mechanical business of a nature not directly related to Tenants permitted use of the Premises. Tenant shall not use or permit oil, burning fluids or inflammable liquids for heating, warming or lighting. No explosives or other articles deemed extra hazardous shall be brought into or permitted upon the Premises.

9. Upon the termination of the tenancy, Tenant shall deliver to Landlord all keys and passes for offices, rooms, parking lot and toilet rooms which shall have been furnished Tenant. In the event of the loss of any keys so furnished, Tenant shall pay Landlord therefor. Tenant shall not make, or cause to be made, any such keys and shall order all such keys solely from Landlord and shall pay Landlord, at Landlord's cost, for any additional such keys over and above the two sets of keys furnished by Landlord.
10. Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.
11. No furniture, packages, supplies, equipment or merchandise will be received in the M.O.B. or carried up or down in the elevator, except between such hours and in such elevator as shall be reasonably designated by Landlord.
12. Tenant shall cause all doors and windows to the Premises to be closed and securely locked before leaving the M.O.B. at the end of the day.
13. Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective operation of the M.O.B.'s heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use. Tenant shall keep public corridor doors closed and shall not open any windows.
14. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured; provided, however, that Landlord shall be responsible for providing security to the M.O.B. to protect the Premises from unauthorized entry via alternative M.O.B. entrances.
15. Peddlers, solicitors and beggars shall be reported to the office of the M.O.B. or as Landlord otherwise requests.
16. Tenant shall not advertise the business, profession or activities of Tenant conducted in the M.O.B. in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities.
17. Tenant shall allow no animals or pets to be brought or to remain in the M.O.B. or any part thereof, service animals excepted.
18. No person or contractor not employed by Landlord shall be used to perform window washing, cleaning or janitorial work in the Premises. Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the M.O.B. employees or employees of contractors doing work or performing services by or on behalf of the Landlord.
19. All telegraph, telephone, signal, alarm, electric connections or other utility or service connections which Tenant may desire shall be first reasonably approved by Landlord in writing before the same are installed, shall be made at the expense of Tenant (except as set

forth in the Work Letter Agreement), and the location of all wires and the work in connection therewith shall be subject to the reasonable direction of Landlord.

20. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the M.O.B., and shall not exhibit, sell or offer to sell, use, rent or exchange any time or service in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified herein.
21. Landlord shall approve the weight, size, and location of safes, filing systems, and other heavy equipment and articles in and about the Premises and the M.O.B., and to require all such items and furniture to be moved into and out of the M.O.B. and the Premises only at such times and in such manner as Landlord shall direct in writing. Movements of Tenant's property into or out of the M.O.B. and within the M.O.B. are entirely at the risk and responsibility of Tenant.
22. Landlord reserves the right to establish reasonable rules pertaining to the handling and disposal of hazardous substances, wastes or materials, including without limitation, medical, special or infectious wastes, which shall be applied and enforced against all M.O.B. tenants on a uniform basis.
23. An "ancillary medical care service or facility" shall mean and include computerized tomography (CT), magnetic resonance imaging (MRI), radiation oncology, any diagnostic imaging / radiology services, and the performance of invasive procedures in the Premises. Prior to providing such services and facilities, Tenant shall submit to Landlord a detailed description of such services and facilities Tenant desires to perform and Landlord shall consent (or deny) in writing, to the provision or performance of such services and facilities. (The provision of such services and facilities shall be strictly limited to those services and facilities to which Landlord has consented in writing and the terms of this paragraph shall be strictly construed to prohibit any expansion or addition to such services or facilities without Landlord's written consent). Tenant shall not dispense any drugs or medicines to persons other than Tenant's own patients. The Premises shall not be used as a clinic for treatment of acquired immune deficiency syndrome or similar diseases. Prior to the installation of any medical equipment for services permitted hereunder, Tenant shall provide Landlord with a list of such medical equipment; a list of any hazardous substances, wastes or materials, as hereinafter defined, which will be used or generated in connection with the use of such medical equipment; and Tenant's proposed procedures for the use, storage and disposal of any hazardous substances, wastes or materials.
24. The Parking Plan (attached hereto as Exhibit D) provides parking for the joint use of Tenant, Tenant's employees and Tenant's guests/customers during the term of this Lease.
25. Any Tenant improvements beyond the Base Tenant Improvements shall be subject to reasonable consent by Landlord other than decorations. The cost for Additional Tenant Improvements will be borne exclusively by Tenant, subject to the provisions of Section 2.4 relating to the initial Tenant Improvements. Under no circumstances shall the commencement of the Term with respect to any portion of the Premises be delayed by any work or other matter related to Additional Tenant Improvements and, if Tenant requests any Additional Tenant Improvements, Tenant shall begin to pay Base Rent and Additional Rent (collectively, "Rent") when the C/O would have been issued with respect to the Base

Tenant Improvements had there been no Additional Tenant Improvements. Within thirty (30) days of Tenant occupying the Premises, Tenant shall furnish to Landlord a punch list detailing any deficiencies to be corrected by Landlord's architect/contractor. Provided the deficiencies relate to Base Tenant Improvements, Landlord shall exercise its best efforts to cause Landlord's architect/contractor to correct such deficiencies within thirty (30) days from receipt of the punch list.

26. Landlord reserves the right to regulate the use of elevators in the M.O.B. for the purpose of Tenant's moving in or out, and Tenant's use of freight elevator for purpose of furniture and equipment delivery, in which case, Tenant shall provide Landlord twenty-four (24) hours advance notice of Tenant's desire to use any of the elevators in the M.O.B.
27. Landlord shall provide Tenant with reasonable access to the M.O.B. loading dock and freight elevator for purposes of supply and other deliveries throughout the duration of the Term; provided that Tenant shall use best efforts to provide Landlord twenty-four (24) hours advance notice of Tenant's desire to use same.
28. Landlord may provide Tenant (but is not required to do so) a Tenant Manual that Tenant shall read. Tenant shall direct inquiries regarding the Rules, Regulations and/or Tenant Manual to Central DuPage Health, Attention: Property Management.
29. Landlord reserves the right to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be needed for the preservation of good order therein so long as such rules and regulations are applied and enforced against all M.O.B. tenants on a uniform basis.

**EXHIBIT C - WORK LETTER AGREEMENT
LANDLORD IS TO CONSTRUCT
THE TENANT IMPROVEMENTS**

This Work Letter Agreement supplements that certain Lease (the "Lease") dated October 12, 2011, and executed concurrently herewith, by and between DuPage Medical Group, Ltd. (the "Landlord"), and Rush University Medical Center (the "Tenant"), covering certain premises described in the Lease (the "Premises"). All terms not defined herein shall have the same meaning as set forth in the Lease unless the context clearly requires otherwise.

1. Construction of Tenant Improvements. Landlord shall perform or cause to be performed the items of construction (including, without limitation, the labor, materials, and equipment) necessary to construct the improvements (the "Tenant Improvements") shown on the plans and specifications identified in Paragraph 2 below which have been prepared by Landlord's architect (the "Final Plans") in compliance with all current applicable laws, codes and regulations. The Tenant Improvements shall be constructed pursuant to the Lease, this Work Letter Agreement and in a good and workmanlike manner, lien free. All work required for the Tenant Improvements shall be performed only by Landlord's contractor, except as may be expressly provided otherwise in writing by Landlord and Tenant. Exhibit C-1 sets forth the improvements to be constructed at Landlord's cost (the "Core Finish"). Exhibit C-2 sets forth the Tenant requested improvements that are to be constructed by Landlord at Tenant's cost (the "Tenant's Work"). Payment by Tenant for the Tenant's Work shall be made in accordance with the Payment Process Agreement set forth in Exhibit C-3 (the "Payment Process").

2. Final Plans.
 - 2.1. Tenant having elected to have Landlord construct the Tenant Improvements, shall meet with or provide Landlord's architect ("Architect") with space plans/requirements, equipment descriptions, floor loads, unique space/power requirements and specifications to enable Architect to prepare plans and specifications for the Tenant Improvements. Tenant agrees to approve the Schematic Space Plan on or before September 1, 2011 and Design Development Plans on or before September 15, 2011. The Final Plans as approved are hereby incorporated herein by reference. Failure to approve or disapprove within the time period provided shall be deemed approval. Tenant acknowledges that Landlord must have final construction document plans completed, approved and permit ready on or before November 15, 2011 in order to meet the construction schedule and Delivery Deadline.

 - 2.2. Tenant may, in accordance with this Paragraph, request in writing changes to the Final Plans. Landlord shall approve and agree to implement any such changes if:
 - (a) they do not, in Landlord's reasonable discretion, materially and adversely affect any one or more of the design, the structural integrity, the functional integrity, the value and the future utility of the M.O.B. or materially and adversely affect the use and enjoyment of the M.O.B. or any portion of the M.O.B. by any one or more of the other current or future lessees in the M.O.B.; and

- (b) with respect to Tenant Improvements, the Tenant commits, which shall be evidenced by signing the Change Order, to pay such amounts when due.

If Tenant shall request in writing changes to the Final Plans after the date hereof, or if Tenant shall request changes to or substitutions for any of the specific items included therein which were previously approved by Tenant, the costs of any delays which arise from such changes or substitutions shall be charged against Tenant as Tenant's Work and, if and to the extent required under the Lease or Paragraph 5 of this Work Letter Agreement, Tenant shall pay to Escrowee within 5 days after approval of such changes a sum equal to the increase in construction costs relating to such changes or substitutions including, without limitation, all architectural and engineering fees and expenses incurred in connection therewith. Tenant shall not be permitted to make changes in the Final Plans unless such changes shall be requested in writing, which writing shall include as detailed information regarding the design, construction, construction scheduling, specifications and cost of the proposed changes as Tenant reasonably can ascertain. Any such request shall constitute Tenant's authorization to Landlord to procure such plans, specifications, bids, quotes and other information reasonably necessary to prepare a "Change Notice" (as hereinafter defined). If Tenant requests changes in accordance with this Paragraph and if such changes could cause any delays or increase or decrease the cost of constructing the Tenant Improvements (the "Work Cost"), Landlord shall, in writing, set forth the number of days of the estimated delay (beyond the Delivery Deadline) and the increase or decrease in Work Cost which would be the result of said change (a "Change Notice") within three (3) business days after receipt of Tenant's request. Tenant shall approve or disapprove any such Change Notice in writing not later than three (3) business days after receipt of the same from Landlord. If Tenant fails to respond to any Change Notice within said period, Tenant shall conclusively be deemed to have disapproved of the same. If Tenant shall disapprove of a Change Notice, in writing or by failure to respond, Tenant shall be deemed to have withdrawn the requested change and Landlord shall not proceed to implement any such change in the Final Plans. If Tenant approves of a Change Notice, Tenant shall pay the amount of any increase in the Work Cost specified in such Change Notice.

3. Scope of Work. Subject to changes in the work and substitutions provided for in Paragraph 2 and Paragraph 4 of this Work Letter Agreement, the Final Plans define the scope of the Work required to be performed by Landlord.
4. Construction Schedule, Substitutions. Following execution of the Lease and this Work Letter Agreement, Landlord shall cause its contractor (the "Contractor"), to commence and diligently proceed with the construction of the Tenant Improvements, subject to delays beyond the reasonable control of Landlord or Contractor. Promptly upon the commencement of construction of the Tenant Improvements, Landlord shall furnish to Tenant a schedule setting forth the projected completion dates therefor and showing the deadlines for any actions required to be taken by Tenant during such construction, and Landlord may from time to time during the construction of the Tenant Improvements modify or amend such schedule to reflect delays encountered by Landlord, and Landlord shall promptly deliver to Tenant any such modified schedule. Landlord shall make all reasonable efforts to meet such schedule (as the same may be modified or amended), and shall have the right to recommend to Tenant substitute materials or designs of equal or better same character, quality, and utility, as reasonably determined by Tenant, as those

reflected in the Final Plans (a "Substitution") when necessary to avoid material delays in the completion of the Tenant Improvements. If Landlord shall recommend a Substitution, Landlord shall notify Tenant thereof in writing (a "Substitution Notice"). The Substitution Notice shall set forth in reasonable detail the nature of the Substitution, any increase or decrease in the Work Cost associated therewith and the estimated number of days of delay or time savings which would result from the rejection of the Substitution. Tenant shall approve or disapprove any such Substitution Notice in writing not later than four (4) business days after receipt of the same from Landlord. If Tenant fails to respond to any Substitution Notice within said period, Tenant shall be conclusively deemed to have approved the proposed Substitution. If Tenant shall reject a Substitution Notice in writing, Landlord shall not proceed to implement such Substitution and any delay in substantial completion of the Tenant Improvements directly caused by such rejection shall be an "Excusable Delay" (as defined in Paragraph 6.2 hereof). If Tenant approves a Substitution Notice, Landlord shall pay the amount of any increase in the Work Cost specified in such Substitution Notice.

5. Payment of Work Costs. As of the time of execution of the Lease, Tenant has been provided with a rough estimated cost of Tenant Work in the range of \$150 per usable square foot or approximately \$1,679,100.00 and upon completion of construction drawings for Tenant's Work, said Tenant's Work will be finalized with a guaranteed maximum price as approved by Tenant. Tenant agrees to pay for Tenant's Work in accordance with the Payment Process.
6. Completion of Tenant Improvements, Delays.
 - 6.1 Landlord shall cause the Tenant Improvements to be sufficiently completed to obtain a certificate of occupancy from the Village of Lisle and permit Tenant to take occupancy of the Premises for its intended use ("Substantial Completion") not later than the "Delivery Deadline" (as defined in the Lease), subject to each of the terms and conditions of this Paragraph 6.1 and to extensions of the Delivery Deadline as set forth in Paragraph 4 and Paragraph 6.2 hereof. If Landlord shall fail to cause the Tenant Improvements to be so completed and achieve substantial completion on or prior to the Delivery Deadline, as the same may be extended pursuant to the Lease and Paragraph 4 and Paragraph 6.2 hereof, the Premises Commencement Date under the Lease shall be extended pro tanto for each day such failure continues beyond the Delivery Deadline, as the same may be extended. Extension of the Premises Commencement Date pursuant to the preceding sentence shall be Tenant's sole and exclusive remedy for the failure by Landlord to achieve substantial completion on or prior to the Delivery Deadline.
 - 6.2 If Landlord shall be delayed in achieving Substantial Completion of the Tenant Improvements for any of the following reasons (collectively "Excusable Delays"), then the Delivery Deadline shall be extended pro tanto for each day of such Excusable Delays. Each of the following shall constitute Excusable Delays:
 - (a) changes to the Final Plans after the date hereof by Tenant or changes to or substitution for any of the specific items included therein which were previously approved by Tenant; or

- (b) any delay caused by the rejection by Tenant of Substitutions proposed by Landlord pursuant to Paragraph 4 of this Work Letter Agreement;
- (c) any delay of Tenant in making payment to Landlord required pursuant to the Lease or this Work Letter Agreement;
- (d) any delay of Tenant in taking any action required to be taken by Tenant as set forth in the construction schedule to be delivered to Tenant pursuant to Paragraph 4 of this Work Letter Agreement, provided that the time periods allowed for Tenant's actions are reasonable; and
- (e) any delay caused by reason of: failure of governmental or regulatory bodies to issue all necessary permits or approvals notwithstanding Landlord's and Contractor's best efforts to obtain such permits and approvals as soon as reasonably possible; strike or other general labor trouble; governmental pre-emption of priorities or other controls in connection with national or other public emergencies; shortages of fuel, supplies, materials, or labor; and any other cause which is beyond Landlord's reasonable control, provided that Landlord shall make all reasonable effort to minimize the effect of such delays.

7. Reconciliation with Lease. In the event of any conflict or inconsistency between the terms and provisions of this Work Letter Agreement, on the one hand, and the terms and provisions contained in the body of the Lease, on the other, the terms and provisions contained in the Lease shall govern and control.

LANDLORD:

DuPage Medical Group, Ltd.

By: 

Name: Dennis Fine

Title: Chief Operating Officer

Date: 10/12/11

TENANT:

Rush University Medical Center

By: 

Name: Larry J. Goodman, M.D.

Title: Chief Executive Officer

Date: 10/12/11

EXHIBIT C-1
CORE FINISH TO BE CONSTRUCTED AT LANDLORD'S COST

Landlord shall at its sole expense using building standard materials complete the work described below in accordance with the plans from Exhibit A of this Agreement.

1. Interior perimeter and demising wall / soffits shall be constructed with metal studs, drywall, taped, painted, insulation, and fireproofing, as required by code.
2. Fire protection system (sprinkler heads), alarms, smoke detection devices, life safety evacuation signage, etc. as required based on an open floor plan.
3. HVAC system with a medium pressure loop to the interior of tenant suite, one (1) fan powered box, controls, fire dampers where required. Loop and exhaust ducting / fans are sized sufficiently for tenants occupancy based on Tenant's program dated October 11, 2011. Exhaust for Tenant's pharmacy and pressurization of rooms shall be part of Tenant improvement ("TI") work.
4. Electrical distribution system and panels to the suite are sufficient for the required design load based on the program and space layout dated October 11, 2011. The Landlord electrical room, located within the Tenant space, shall have the main panel. Landlord will also provide subpanels within the space for shell lighting and power.
5. Seventeen (17) perimeter duplex wall outlets and exit signs as required for an open floor plan.
6. Twenty (20) 2' x 4' fluorescent light fixtures and emergency lighting as required by code for an open floor plan.
7. Tele-Data Room - Provide telephone and data cabling / fiber as necessary from building demarcation point up to tenant's closet. Provide ventilation and cooling to telecommunication closet. Provide four (4) quad outlets. Room will be drywalled, painted, and floor finished using building standard materials.
8. Provide sufficient plumbing system, wet columns, hot and cold water supply taps to the suite based on the program and space layout dated October 11, 2011.
9. Two (2) pairs of Double Wood Entry Doors and lock hardware leading off the atrium using building standard materials.
10. Two (2) rated and one (1) monumental stairwell shall be constructed to code and provide ingress and egress to Tenant's suite. Tenant will have no responsibility for costs related to stairwell construction.

11. Concrete floor of the premises to be of the grade and finish sufficient to accept sheet goods and carpet tiles.
12. Tenant shall required by code to have blinds on the exterior windows for uniformity. Landlord agrees that Tenant shall be able to install sunshades behind the blinds at its own expense.

EXHIBIT C-2

TENANT WORK TO BE CONSTRUCTED AT TENANT'S COST

Final Plans and Specifications as approved by Tenant are hereby incorporated by reference.

EXHIBIT C-3

PAYMENT PROCESS

Re: 430 Warrenville Rd., Lisle, Illinois

Date: October 12, 2011

Approximately 30 days prior to commencement of the construction of the Tenant's Work, Rush University Medical Center (hereinafter referred to as "Tenant"), will deposit with DuPage Medical Group, Ltd. (hereinafter referred to as "Landlord") an irrevocable letter of credit in substantial conformity with Exhibit C-4 and subject to such modification by Tenant's issuing bank to conform to letters of credit customarily issued by such issuing bank in the amount of the the guaranteed maximum cost of the Tenant's Work for a term of no less than 6 months from the date of issuance to be held for the benefit of Landlord to secure Tenant's obligation to pay for the Tenant's Work in a timely manner. Landlord agrees to give Tenant notice approximately 45 days prior to the commencement of the construction of the Tenant's Work to enable Tenant to timely process issuance of the Letter of Credit.

Leopardo Companies Inc. shall act as the general contractor ("General Contractor"), Location Finders International, Inc. shall act as the developer ("Developer"), and Eckenhoff Saunders Architects shall act as the architect ("Architect") for both the construction of the base building and Tenant's Work.

There will be periodic, but no more frequent than monthly, construction disbursements, which are to be made in accordance with the terms and conditions of this Payment Agreement as hereinafter set forth.

1. Prior to each disbursement of funds hereunder, it is a requirement of this Payment Agreement that Tenant be furnished:
 - A. A sworn General Contractor's statement setting forth all contractors and materialmen with whom he has contracted, amounts of contracts, amounts paid to date, amounts of current payments and balances due.
 - B. Certification by the Architect certifying that work has been completed and materials are in place as indicated by the request for payment of the General Contractor.
 - C. Statements, waivers, affidavits, supporting waivers and releases of lien from such persons and in such form customarily provided for construction; and
 - D. Payment directions and/or wire transfer instructions for payments

Payment requests shall be sent to the following Tenant representatives:

Brent Estes
Rush University Medical Center
1645 W. Jackson St. – Suite 500
Chicago, IL 60607

With copy to:

Mike LaMont
Rush University Medical Center
1750 W. Harrison- Jelke 301
Chicago, IL 60612

2. Tenant agrees to make payment directly to General Contractor in the amounts of their current draw within 10 days after being furnished with the documents called for under Paragraph 1 unless Tenant provides Landlord and General Contractor with written notice of disapproval which shall specify the specific work and reason for disapproval. Tenant shall make payment for all work that it has not timely disapproved.

3. If Landlord or Tenant discover a misstatement in an affidavit furnished by General Contractor or any inconsistency or contradiction between or among any figure on the General Contractor statement or any subcontractor statement, Tenant shall not be obligated to make further disbursement until the misstatement has been corrected.

4. In the event Tenant shall fail to make timely payment to General Contractor for Tenant's Work that has not been timely disapproved as provided in this Payment Agreement, Landlord shall have the right to draw upon the Letter of Credit such funds as are necessary to pay for the work not objected to.

DuPage Medical Group, Ltd.

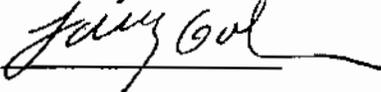
By: 

Name: Dennis Fine

Title: Chief Operating Officer

Date: 10/12/11

Rush University Medical Center

By: 

Name: Larry J. Goodman, M.D.

Title: Chief Executive Officer

Date: 10/12/11

EXHIBIT C-4
Form of Letter of Credit

(On Letterhead of Issuing Bank)

Date: _____

Credit Number: (Insert Number)

Expiration Date: (Insert Date 6 months from
issuance)

Beneficiary: DuPage Medical Group, Ltd.

Applicant:

Rush University Medical Center
1725 West Harrison Street - Suite 364
Chicago, IL 60612

We hereby establish our irrevocable letter of credit (the "Credit") in favor of DuPage Medical Group, Ltd, an Illinois corporation ("DMG"), in the aggregate amount of _____ and no/100ths Dollars U.S. Currency (\$ _____ .00).

All or any part of the Credit is available by sight draft or drafts drawn on us by you.

Such draft or drafts must be accompanied by a certificate, signed by an officer of DuPage Medical Group, Ltd., stating that Applicant has failed to make timely payment to the General Contractor for Tenant's Work that had not been timely disapproved by Applicant as provided in the Payment Process Agreement between Beneficiary and Applicant dated _____, 2011.

All documents presented to us in connection with any demand for payment hereunder, as well as all notices and other communications to us in respect of this Credit, shall be in writing and shall make specific reference to this Credit by number. All drafts must be marked "Drawn under (Insert Name of Issuing Bank) Credit No. (insert Number)."

We hereby agree that drafts drawn under and in compliance with the terms of this Credit will be honored upon presentation and delivery of drafts as specified, without inquiry by us into the accuracy of any of the statements contained in any of such drafts, if presented at this office, (Insert Address of Issuing Bank as Shown on Letterhead).

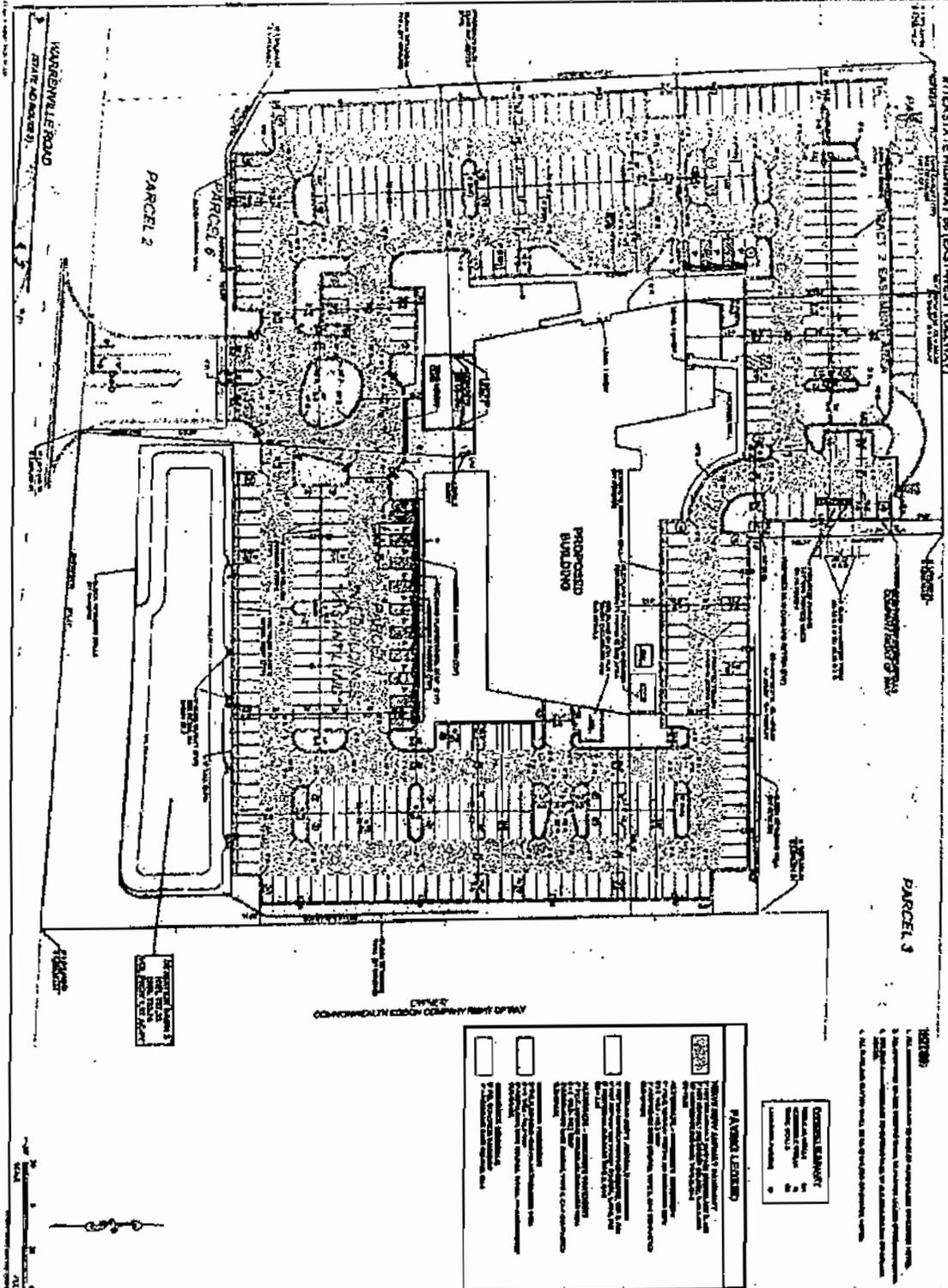
This Credit is subject to the Uniform Customs and Practice for documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400 (the "Uniform Customs"). This Credit shall be deemed to be a contract made under the laws of the State of (Insert State in Which Issuing Bank's Principal Place of Business is Located) and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of such State.

(INSERT IDENTIFICATION OF AND EXECUTION BY ISSUING BANK)

EXHIBIT D – PARKING PLAN



EXHIBIT D - PARKING PLAN



- NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 3. ALL UTILITIES SHOWN SHALL BE DELETED OR RELOCATED AS NECESSARY.
 4. ALL UTILITIES SHOWN SHALL BE THE PROPERTY OF THE CITY OF CHICAGO.

PARKING LAYOUT	
[Symbol]	STANDARD PARKING SPACE
[Symbol]	COMPACT PARKING SPACE
[Symbol]	BIKE PARKING SPACE
[Symbol]	TRUCK PARKING SPACE
[Symbol]	TRUCK TRAILER PARKING SPACE
[Symbol]	TRUCK TRAILER PARKING SPACE (WITH TRAILER)
[Symbol]	TRUCK TRAILER PARKING SPACE (WITHOUT TRAILER)
[Symbol]	TRUCK TRAILER PARKING SPACE (WITH TRAILER AND TRUCK)
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TORWA
 1000 North Dearborn Street, Suite 100
 Chicago, Illinois 60610
 Tel: (773) 327-1100
 Fax: (773) 327-1101
 www.torwa.com

ARTHUR J. ENGELBRECHT & ASSOCIATES
 ENGINEERS

HERRSCHAUDT
 LANDSCAPE ARCHITECTS

DuPage Medical Group
 1701 EAST 103RD STREET
 OREGON, ILLINOIS 60148
 (708) 485-1000

ONCOLOGY INSTITUTE
 4001 WILSON AVENUE
 LYONS, ILLINOIS 60165
 (708) 485-1000

LAYOUT AND PAVING PLAN

DATE: 07/15/03
 DRAWN: C3.0

EXHIBIT E

CLEANING SPECIFICATIONS

1. Examination, waiting and rest rooms to be cleaned on a daily basis.
 - Damp high dusting including framed paintings/prints.
 - Disinfect high touch surfaces such as door knobs and light switches/
 - Disinfect horizontal surfaces including exam tables, procedure carts, treatment chairs and patient tables/supply carts
 - Inspect privacy curtains and change any that are soiled.
 - Remove trash and soiled linen.
 - Mop floors.
 - Fill hand hygiene product dispensers, paper towels and toilet paper. Note: the hand hygiene products will be approved and provided through Rush University Medical Center.

2. Patient and visitor rest rooms may require cleaning more frequently than daily based on the patient load.

3. Staff lounge
 - Dust the floors on a daily basis.
 - Mop the floors on a weekly basis.
 - Sanitize the bathroom on a daily basis

4. Nourishment Area
 - Clean and sanitize the horizontal surfaces including the sink on a daily basis.
 - Clean and sanitize the external surfaces of the ice maker when visibly soiled or at a minimum on weekly basis. Note: there should be a routine established for preventive maintenance and sanitization of the internal components of the ice machine.